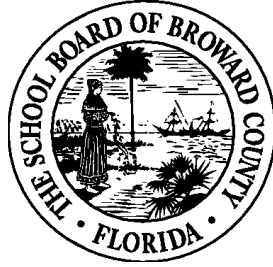


Request for Qualifications



The School Board of Broward County, Florida

Dr. Robert Parks, Chairperson
Judie S. Budnick, Vice Chairperson

Carole L. Andrews
Darla L. Carter
Paul D. Eichner, Esq.
Beverly A. Gallagher
Stephanie A. Kraft, Esq.
Lois Wexler
Benjamin J. Williams

Franklin L. Till, Jr., Superintendent of Schools
Thomas J. Calhoun, Deputy Superintendent
Facilities and Construction Management Division
Edward J. Marko, School Board Attorney

PROFESSIONAL SERVICES

Architectural/Engineering Services

for Projects over \$500,000

Test and Balance Services

and

Plan Review Services

June 4, 2002

Facilities and Construction Management Division

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PUBLIC ANNOUNCEMENT FOR **PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, TEST AND BALANCE, AND PLAN REVIEW PROFESSIONAL SERVICES** JUNE 4, 2002

In order to supplement the expertise of the Facilities and Construction Management Division, the Superintendent of Schools, pursuant to Florida Statutes, announces that The School Board of Broward County, Florida is in need of Architectural and Engineering Services, Test and Balance Services and Plan Review Services related to maintenance, remodeling, renovation, and construction of educational facilities. Pursuant to this Request for Qualifications (RFQ), The Board will consider contracts with one or more proposers to provide these services.

Services under these three types of contracts include, but are not limited to:

1. Provision of complete architectural, engineering, and other professional services including participation in cost control, value engineering and constructibility reviews;
2. Development of drawings and project manuals for bidding in phases as delineated in the scope of work included in the RFQ;
3. Assistance to the Facilities and Construction Management Division with bidding, negotiation, and awarding of Construction Contracts;
4. Provision of contract administration services;
5. Complete Test and Balance Services;
6. Complete Plan Review Services; and
7. Provision of other basic services as required.

Professional liability insurance and other coverage will be required.

The Consultant's Review Committee (CRC) will screen, interview and score the applicants based upon the requirements contained in the RFQ and following criteria in order to select the finalist proposers:

1. Past performance;
2. Ability of professional personnel;
3. Demonstrated ability to meet time and budget requirements;
4. Location;
5. Similar experience;
6. Volume of work previously awarded to each firm by the Board (An equitable distribution of contracts among qualified firms is the object of the Board, provided such distribution does not violate the principle of selection of the most highly-qualified firms);
7. Current capability - Current and projected workloads of the firm in conjunction with the number of registered architects. (This criterion will be more heavily weighted on projects with an estimated construction cost in excess of five (\$5,000,000) million dollars);
8. Prior architectural experience of professional personnel with designing educational facilities and knowledge of Florida State Board of Education Regulations;
9. Quality of Design previously exhibited;
10. Whether a firm is a certified minority business enterprise; and
11. Whether an architectural firm is Crime Prevention through Environmental Design (CPTED) certified.

THE PROJECTS INCLUDE:

FACILITY	PROJECT/SERVICE	PROJECT BUDGET*	PROJECT/SERVICE SCOPE
Various	Plan Review Services	Varies	Provide complete plan review services according to the terms included in attached professional services agreement Terms of the contract shall be \$1,000,000 maximum fees or three years, whichever comes first, renewable for one year and/or \$300,000 in fees. Contracts may be awarded to up to six firms.
Various	Test and Balance Services	Varies	Provide complete test and balance services according to the terms included in attached professional services agreement Terms of the contract shall be \$1,000,000 maximum fees or three years, whichever comes first, renewable for one year and/or \$300,000 in fees. Contracts may be awarded to up to three firms.
Lloyd Estates Elementary	New Media Center Proj. No. 1091-99-06	\$2,175,700	New media center, custodial storage, public restrooms, skills development lab, remodel existing media to classrooms, air conditioning balancing and improvements, add security cameras, make site drainage improvements.
Orange Brook Elementary	Master Plan; Phased Replacement; Maintenance; ADA. Proj. No. 0711-99-01	\$7,358,823	Develop a Master Plan including Castaldi Analysis as required for demolition. Classroom Buildings 13, 14, and 15 to remain, retrofit for technology and any other systems as needed. Construct a new Replacement School. Demolish old buildings. Replacement of sanitary and domestic water lines; upgrade of panels and disconnects, intercom system, and classroom lighting; exterior painting and reroofing; visual alarms at restrooms and corridors; and curb ramps; all pertaining to Classroom Buildings 13, 14, and 15 only.
Stranahan High	Swimming Pool and Regional Track Proj. No. 0211-22-01	\$2,386,000	Prepare Comprehensive Master Plan for Sports Complex, including probable cost of construction. Demolition, removal, and replacement of existing pool and pool facilities and remodeling of existing track to comply with educational specifications for a Regional Track Facility. New swimming pool facility to be designed for competition and instructional/recreational use.

* NOTE: For the purposes of this RFQ "Project Budget" is defined as all of the funds available for the design fees, testing, inspections, construction, furnishings, fixtures, equipment, textbooks, telecommunications and any and all other costs relating directly to the project.

SCHEDULE - All projects are to commence immediately upon selection of the project consultant with the issuance of an Authorization to Proceed (ATP).

NOTE: The schedule, scope, and budget are subject to change according to subsequent Board Approval and may be negotiated according to revisions.

NOTE: The delivery systems for the construction of the above-listed projects may include design/bid/build, construction management at risk, and other delivery systems.

All proposers interested in being considered for these services will be required to submit twenty (20) copies of the required response to the RFQ. The Request for Qualifications (RFQ) can be obtained from www.demandstar.com, or, the Facilities and Construction Management Division, 1700 S.W. 14th Court, Fort Lauderdale, Florida 33312, (954) 765-6390.

The completed RFQ response must be delivered to:

The Consultants' Review Committee
C/O Robert L. Goode, Executive Director
Contracts and Compliance
Facilities and Construction Management Division
1700 S.W. 14th Court, Fort Lauderdale, Florida 33312
Reception Area, Room 401

The submittals must be RECEIVED in the office of the Facilities and Construction Management Division NO LATER THAN:

2:00 PM JULY 9, 2002

Until a final decision is made, all inquiries and contacts with School District representatives shall be limited to procedural matters and shall be directed to the reception office, Facilities and Construction Management Division at (954) 765-6390.

After interviews, successful applicants will be recommended by the CRC in accordance with the policies of The School Board of Broward County, Florida. Recommendations by the CRC do not guarantee a contract will be awarded by The Board. Award of a contract does not guarantee that work will be issued. Fees will be negotiated based upon a fixed fee.

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

DR. ROBERT D. PARKS,
Chairperson

FRANKLIN L. TILL, JR.
Superintendent of Schools
Secretary of The School Board of
Broward County, Florida

To be advertised on JUNE 11, 18, 25, 2002

THIS SECTION IS NOT INCLUDED IN THE ADVERTISEMENT

Reviewed for Processing:

_____ Date: _____
Executive Director
Contracts and Compliance or Designee
Facilities and Construction Management Division

Processed:

_____ Date: _____
Lu Ball, Clerk Specialist IV
Facilities and Construction Management Division

Cc: Denis Herrmann, Coordinator, Design and Construction Contracts
Derrick J. Ragland, Executive Director, Project Management
CC File
Project File

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STANDARD PROFESSIONAL SERVICES AGREEMENT FORMS

Architectural/Engineering Services
Test and Balance Services
Plan Review Services

FEDERAL STANDARD FORM 254

SELECTION CRITERIA SCORESHEET

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

I. Introduction

The School Board of Broward County, Florida ("Board") is requesting statements of qualifications and Proposal(s) (jointly the Request for Qualifications (RFQ)) from **Architect/Engineers, Test and Balance firms**, and **Plan Review firms** qualified and interested in providing professional design services for the listed projects over \$500,000 in construction value, test and balance services and plan review services for one or more facilities projects included in the Adopted District Facilities Work Program dated August 14, 2001. The Board may engage a number of proposers for these projects and services. The Board reserves the right to select one proposer for more than one project or service.

This Request for Qualifications (RFQ) describes the selection process and the documentation required for submitting qualifications and proposals for each project or service for which the proposer wants to be considered. The selection of the consultants for these services will proceed in the following manner:

- A. Proposal shall be received by the Facilities and Construction Management Division ("Division") no later than the date and time indicated in the Public Announcement.
- B. Screening of submittals for compliance with the provisions of this RFQ and scoring based upon the enclosed scoring criteria will be conducted by staff and forwarded to the Consultants' Review Committee (CRC) resulting in a short list of qualified proposers that will be notified of an interview.
- C. Interviews will be conducted by the CRC with the short listed proposers, in accordance with a schedule to be determined by the CRC, in order to select the most qualified proposers for the slate of projects.
- D. The Tabulation of the Final Slate of Selected Proposers will be Posted.

Proposers are advised that the Board promotes equal employment opportunity and encourages the participation of Minority and Women Business Enterprises (M/WBE) as well as small business enterprises in all aspects of contracting. Joint venturing at the prime and sub-consultant

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

levels is encouraged where the joint venture results in a more qualified and/or more diverse firm. The District has established the total goal of 20% under this Submittal. Proposers will be evaluated in part based upon achievement of the stated W/MBE goal.

Any questions or requests for clarifications regarding this RFQ during the Submittal preparation period should be addressed in writing to:

Robert L. Goode, Executive Director, Compliance and Contracts
Facilities and Construction Management Division
1700 S.W. 14th Court, Fort Lauderdale, Florida 33312
Reception Area, Room 401
(954) 765-6390

The Board will consider no other inquiries regarding the RFQ. In the event that a proposer attempts to contact any official, employee or representative of the Board or CRC in any manner contrary to the above requirements, said proposer may be disqualified from further consideration. This prohibition does not apply to:

- (a) telephone calls to the Division's staff to request copies of this RFQ, to confirm attendance, or request directions regarding an interview notification received from the Division;
- (b) delivery of the proposer's Submittal;
- (c) discussion at the CRC interview;
- (d) delivery of written questions about the RFQ; and/or
- (e) review of background/contract documents at the staff offices.

Registered or non-registered lobbying of CRC members and School Board Members with respect to a pending project/award is prohibited during the time period between the date the RFQ is advertised through the date the contract is awarded by The School Board of Broward County, Florida, and any contact other than that initiated by a School Board Member (written, telephone, email, etc.) relating to a pending project/award, between CRC members and representatives of applicants, and/or, School Board Members and representatives of applicants outside of scheduled meetings with respect to matters of the CRC, and, The School Board of Broward County, Florida, is grounds for disqualification. (Board Policy 7003 (4) (D) (6))

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

Any and all questions and clarification requests must be received in writing at least 10 days prior to the submittal deadline date. No questions or clarification requests will be considered after this date.

The Board reserves the right to accept or reject any and all submittals, or to waive any informalities or technicalities when and if it is in the best interests of the Board.

II. Request for Qualification Project Descriptions

Tentative descriptions of the Projects included in this Request for Qualifications are as follows:

FACILITY	PROJECT/SERVICE	PROJECT BUDGET*	PROJECT/SERVICE SCOPE
Various	Plan Review Services	Varies	Provide complete plan review services according to the terms included in attached professional services agreement Terms of the contract shall be \$1,000,000 maximum fees or three years, whichever comes first, renewable for one year and/or \$300,000 in fees. Contracts may be awarded to up to six firms.
Various	Test and Balance Services	Varies	Provide complete test and balance services according to the terms included in attached professional services agreement Terms of the contract shall be \$1,000,000 maximum fees or three years, whichever comes first, renewable for one year and/or \$300,000 in fees. Contracts may be awarded to up to three firms.
Lloyd Estates Elementary	New Media Center Proj. No. 1091-99-06	\$2,175,700	New media center, custodial storage, public restrooms, skills development lab, remodel existing media to classrooms, air conditioning balancing and improvements, add security cameras, make site drainage improvements.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

Orange Brook Elementary	Master Plan; Phased Replacement; Maintenance; ADA. Proj. No. 0711-99-01	\$7,358,823	Develop a Master Plan including Castaldi Analysis as required for demolition. Classroom Buildings 13, 14, and 15 to remain, retrofit for technology and any other systems as needed. Construct a new Replacement School. Demolish old buildings. Replacement of sanitary and domestic water lines; upgrade of panels and disconnects, intercom system, and classroom lighting; exterior painting and reroofing; visual alarms at restrooms and corridors; and curb ramps; all pertaining to Classroom Buildings 13, 14, and 15 only.
Stranahan High	Swimming Pool and Regional Track Proj. No. 0211-22-01	\$2,386,000	Prepare Comprehensive Master Plan for Sports Complex, including probable cost of construction. Demolition, removal, and replacement of existing pool and pool facilities and remodeling of existing track to comply with educational specifications for a Regional Track Facility. New swimming pool facility to be designed for competition and instructional/recreational use.

* NOTE: For the purposes of this RFQ "Project Budget" is defined as all of the funds available for the design fees, testing, inspections, construction, furnishings, fixtures, equipment, textbooks, telecommunications and any and all other costs relating directly to the project.

SCHEDULE - All projects are to commence immediately upon selection of the project consultant with the issuance of an Authorization to Proceed (ATP).

NOTE: The schedule, scope, and budget are subject to change according to subsequent Board Approval and may be negotiated according to revisions.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

NOTE: The delivery systems for the construction of the above-listed projects may include design/bid/build, construction management at risk, and other delivery systems.

III. Selection Process

A. Schedule of Events:

Submittal Due Date..... July 9, 2002
CRC Screening Date July 18, 2002
CRC Interview Dates..... August 7- September 19, 2002
CRC Slate Finalized Date (A/E Services)October 2, 2002
Posting of Tabulation of CRC Slate.....October 3, 2002

B. Method of Selection:

1. Screening of submittals for compliance with the provisions of this RFQ and scoring based upon the enclosed scoring criteria will be conducted by staff and forwarded to the CRC resulting in a short list of qualified proposers that will be notified of an interview.
2. Interviews will be conducted with the short listed proposers in accordance with a schedule to be determined by the CRC, in order to rank-order the most qualified proposers by average score for the slate of projects. There will be a ten minute presentation, ten minute question and answer session, five additional minutes for questions and answers if necessary at the committee's discretion and five minutes setup time. A projection screen and electronic projector are available, proposers must contact (954) 765-6390 to arrange an inspection of the available equipment.

Key personnel from each proposer will be required to be present at the interview. As part of the interview process, both the short-listed proposers and their key personnel shall present information and discuss selection criteria set out below.

In addition to the information required within this RFQ, the short-listed proposers shall be prepared to discuss the following in the interview:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

- (a) Any disputes, claims, litigation and terminations (including options for additional work not exercised by the Owner) resulting out of professional services over the last ten years;
 - (b) The proposer's approach to management of a project based on their understanding of the A/E Scope of Services, Architectural Programs, Budgets, Schedules, and Design and Material Standards.
3. Following completion of the interviews, the CRC will identify the final slate of proposers including those scoring seventy per-cent (75%) or above based upon the enclosed scoring criteria and list such proposers in descending order by average score, and, projects listed in descending order scored by complexity, scope, schedule and budget, in order to align the most qualified proposers with the most demanding projects, the CRC may realign proposers and/or projects subsequent to the scoring to best meet the needs of the school district.

Based on the recommendation of the Consultant Review Committee resulting from its approval of the final slate, and the Superintendent's approval, the Superintendent's designated staff will enter into fee negotiations with the recommended proposer for each project. Upon agreement of the fee, the recommended proposer for each project shall execute and comply with the Board's standard professional services agreement included with this RFQ.

The Deputy Superintendent will provide to the Superintendent of Schools the CRC's recommendations, reports, and the proposed agreement signed by the Project Consultants for each project. The Superintendent will present the recommendations for selection of the proposers and the proposed agreements to the Board for its consideration and approval.

4. The following selection criteria will be the basis for A/E scoring according to the point system on the attached Selection Criteria Scoresheet:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

- (a) Past performance;
- (b) Ability of professional personnel;
- (c) Demonstrated ability to meet time and budget requirements;
- (d) Location;
- (e) Similar experience;
- (f) Volume of work previously awarded to each proposer by the Board (An equitable distribution of contracts among qualified proposers is the object of the Board, provided such distribution does not violate the principle of selection of the most highly-qualified proposers);
- (g) Current capability - Current and projected workloads of the proposer in conjunction with the number of registered architects. (This criterion will be more heavily weighted on projects with an estimated construction cost in excess of five (\$5,000,000) million dollars);
- (h) Prior architectural experience of professional personnel with designing educational facilities and knowledge of Florida State Board of Education Regulations;
- (i) Quality of Design previously exhibited;
- (j) Whether a proposer is a certified minority business enterprise; and
- (k) Whether a proposer is certified in Crime Prevention Through Environmental Design (CPTED.)

C. Notifications:

The Division will provide timely notification of the following actions to proposers responding to the RFQ as follows:

1. Selection of short-listed proposers for interviews;
2. Schedule for Negotiations with selected proposers;
3. Notification of Tabulation Posting if revised
4. Board Approval of Agreement.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Facilities and Construction Management Division

D. Board's Right to Reject:

The Board reserves the right to reject any and all proposals and re-advertise the project(s) at any time prior to Board approval of the recommended proposer(s) and the negotiated agreement(s). All costs incurred in the preparation of the Proposal and participation in this RFQ process shall be borne by the proposers. Proposals submitted in response to this RFQ shall become the property of the Board and considered public documents under applicable Florida law.

The District reserves the right to accept or reject any and all submittals, or to waive any technicalities or formalities when and if it is in the best interests of the District.

A submittal shall be rejected for failure to comply with the following requirements:

1. The proposer is not licensed or registered in the State of Florida to provide the proposed services.
2. The submittal shall be rejected if not received by The School Board of Broward County, Florida by the specified deadline.

Any proposer failing to submit information in accordance with the procedures set forth herein will be evaluated accordingly.

E. Proposers' Right to Protest

Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Facilities and Construction Management Division and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Executive Director, Compliance and Contracts, 1700 S.W. 14th Court, Fort Lauderdale, Florida 33312 (fax 954-765-7057). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

Any person desiring to protest the Recommendations and Tabulation posted for this RFQ shall file, in writing, a notice of protest within 72 hours of such posting, and shall file a formal written protest within ten (10) days after filing the notice of protest . Saturdays, Sundays, legal holidays and days during which School District Administration Offices are closed for business shall be excluded in the computation of the 72 hour time period. Filings shall be at the office of the Executive Director, Compliance and Contracts, 1700 S.W. 14th Court, Fort Lauderdale, Florida 33312, (fax 954-765-7057). Section 120.57(3)(b), Florida Statutes, and Board Policy 3320, provide that "The formal written protest shall state with

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

particularity the facts and law upon which the protest is based.” Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and Board Policy 3320.

IV. Submittal Requirements

THE REQUIRED INFORMATION SHOULD BE ASSEMBLED IN A SINGLE BINDER. THE SEPARATE SECTIONS FOR QUALIFICATIONS, AND, FOR SPECIFIC PROJECT PROPOSALS, ARE OUTLINED BELOW.

The proposer, joint venture or other form of association, (“proposer”) shall submit 20 (twenty) copies of their response to this RFQ. Each copy of the submittal shall be provided in a 3-ring, loose leaf, binder with the proposer’s name on both cover and the spine.

1. The cover letter, table of contents, and tabs do not count toward the page limits. Project cut sheets are included in page limits.
2. The **Statement of Qualifications** portion of the submittal shall be limited to a maximum of thirty-five (35) pages (8-1/2” x 11”) single sided, not smaller than 12 point type.
3. **Proposed Project(s) or Service** shall be limited to a maximum of one (1) page (8-1/2” x 11”) single sided, not smaller than 12 point type. Proposer should list the projects in the order of most desired project first, then lesser desired project, and so on.
4. Submittals exceeding the page limits may be considered non-responsive.
5. Federal Form 254 should be included in a separate section at the end of the qualifications section and it is not included in the page count totals.

Please note that in preparing the proposer’s **Statement of Qualifications**, the proposer shall clearly identify the Architect of Record, or joint venture member responsible for each referenced project. If proposer served as a sub-consultant under a referenced project, the proposer shall clearly identify its role. If the proposer is representing an individual’s experience while employed at another firm, the firm of record for the project and the individual’s role shall

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

be clearly identified. Team member qualifications are to be included in the team member qualification section. **Provide current copies of Architect of Record’s registration, proposer’s registration, and registration for all subconsultants.**

Note; Proposers that have submitted responses to the RFQ dated August 14, 2001 (Submitted by September 25, 2001) shall be required to submit only the following minimum documents at this time in a three ring, loose leaf binder labeled “Original” and nineteen (19) stapled copies:

- 1. Cover Letter of Introduction and Intent**
- 2. Updates and/or revisions only to the Statement of Qualifications organized according to the outline described below.**
- 3. List of Desired Projects or Services.** Proposer should list the projects or services in the order of most desired project first, then lesser desired project, and so on.
- 4. The submittal shall be organized and tabbed according to the following outline:**

- | |
|---|
| <ol style="list-style-type: none">A. Cover LetterB. Table of ContentsC. Statement of Qualifications<ol style="list-style-type: none">1. Executive Summary2. Proposer Profile3. Project Experience4. Past Performance5. References6. Team Organization7. Capabilities8. Availability and Capacity9. M/WBE Participation10. Sub-Consultant DataD. Proposed Project(s)/Service<ol style="list-style-type: none">1. List Desired Project(s)E. Federal Standard Form 254 |
|---|

The specific requirements by section include:

- A. Cover Letter Introduction and Intent (maximum 2 pages)**
- B. Table of Contents (maximum 1 page)**

**C. Separate Section with a tab: Statement of Qualifications
(maximum 35 pages)**

1. Separate Section with a sub tab: Executive Summary

Provide a summary, which follows the outline shown in paragraphs 2 - 5 below, highlighting the proposer's qualifications to provide the services requested in the RFQ.

2. Separate Section with a sub tab: Proposer Profile

(a) Identification of proposer (or firms, if a joint venture or association) including address, telephone number and date firm(s) were established. **Provide current copies of Architect of Record's registration, proposer's registration, and registration for all subconsultants.**

(b) Areas of specialization of the proposer (such as architecture, engineering, interior design, graphics, etc.)

(c) Provide total size and breakdown of proposer personnel by category (e.g., principals, registered architects, architectural staff, clerical). A proposer organizational chart would be useful.

(d) Explanation of a joint venture or other form of association, if proposed, including projects completed as a joint venture. Provide names and dates of work along with client's name, address, and phone number.

3. Separate Section with a sub tab: Project Experience

(a) Provide the percentage of the proposer's work, expressed both in number of projects and in fee dollars, for the design of K-12 schools. If a joint venture or other form of association, provide the information for each member firm on separate

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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charts. This information shall be in the following format (length as required):

Year	No. of Projects	% of Total Projects	Amount of Fees for School Projects	% of Total Fee
1997	14	65%	\$ 12,000,000	72%
1996	9	73%	\$ 8,500,000	67%

- (b) List K-12 schools or similar projects most relevant to the projects included in Request (with emphasis on most recent projects) on which the proposer has provided design services and a description of the services that were provided. If a joint venture or other form of association, provide the information for each member firm on separate charts. Information pertaining to experience as a prime consultant, sub-consultant or individual is acceptable if properly noted. This information shall be in the following format (length as required):

Project	Location	Year Completed	Your Fee	Construct. Cost	Services Provided	Project Role
Proj A		1996-97	\$ 650,000	\$ 12,000,000	A, I, P, ES	PR

SERVICES PROVIDED

- A= Architectural Design
- ACM = Architect for CM at Risk Project
- ES= Educational Specifications
- I= Interiors
- S= Structural Engineering
- P= Programming
- E= MEP Engineering
- C= Civil Engineering

PROJECT ROLE

- PR= Prime
- ACM = Architect for CM at Risk
- SC= Subconsultant
- IN= Individual
- T&B = Test & Balance
- PRC = Plan Review Consultant

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Facilities and Construction Management Division

- (c) Provide detailed project descriptions of a maximum of five (5) public school projects and five (5) other projects listed in the previous paragraph 3(b) which most closely relate to the scope of the projects included in this Request.
- (d) Provide a brief list of awards recognizing the proposer’s design skills on K-12 or similar projects, which relate to the scope of projects included in this Request. Clearly identify if an award represents the proposer’s work as a prime or sub-consultant, or if an award was received by a key individual of the proposer, noting the firm under which the award was received.

4. Separate Section with a sub tab: Past Performance

- (a) For five (5) of the above listed projects and for any other five (5) most recent K-12 projects or projects which most closely relate to the proposer’s qualifications for those listed in this Request indicating project construction budget, awarded bid amount and year of award and variance with the construction budget expressed in a percentage (plus or minus). If a joint venture or other form of association, provide the information for each member firm on separate charts. Information pertaining to experience as a prime consultant, sub-consultant or individual is acceptable if properly noted. This information shall be in the following format (length as required):

Project	Location	Construction Budget	Bid Award Amount	Year of Bid	Variance w/Budget (%)	Project Role
Proj A	Hollywood, Fl	\$ 12,200,000	\$ 11,900,000	1994	-2.5%	IN
Proj B	Ft. Lauderdale, Fl	\$ 7,800,000	\$ 8,200,000	1995	+5.1%	PR

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Facilities and Construction Management Division

- (b) For five (5) of the above listed projects and for any other five (5) most recent K-12 projects, or projects which most closely relate to the proposer’s qualifications for those listed in this Request indicating year of completion, original contract amount, total change orders as a percentage of the original contract amount and change orders attributed to the proposer’s errors and omissions as a percentage of the original contract amount. If a joint venture or other form of association, provide the information for each member firm on separate charts. Information pertaining to experience as a prime consultant, sub-consultant, or individual is acceptable if properly noted. This information shall be in the following format (length as required):

Project	Location	Year Completed	Awarded Contract Amount	Total C/O Percentage	E & O C/O Percentage	Project Role
Proj A	Ft. Lauderdale, Fl	1998	\$ 12,200,000	8.5%	3.1%	IN
						PR

5. Separate Section with a sub tab: References

Provide the client name, address, and client’s project representative and telephone number for the proposer’s three most recent projects which most closely relate to the proposer’s qualifications for those listed in this Request projects. If a joint venture or other form of association, provide reference information for each member firm.

6. Separate Section with a sub tab: Team Organization

Explain your proposed team organization, roles and responsibilities and personnel qualifications in the following manner:

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- (a) Organization: Provide an organization chart for the team, indicating principal, project manager, project architect, project engineer, other subconsultants, etc. Give a brief description of the roles of the personnel on the team listing their location and the firm by which they are employed. If the proposer is a joint venture or other form of association, explain how the work will be divided and why.
- (b) Experience: In narrative form, briefly discuss each of the individual key team members' relevant professional experience, registration, and education. Identify projects, date, position and firm with which individual was employed at the time services were performed.

7. Separate Section with sub tab: Capabilities

- (a) Describe the **unique capabilities** of the team with special emphasis on the qualifications and capabilities of key personnel and subconsultants and how those qualifications and capabilities apply to Educational Design and Construction Projects.

8. Separate Section with a sub tab: Availability and Capacity

Briefly discuss the availability of all key personnel for the scheduled time frame of a project and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work as it relates to a project.

9. Separate Section with a sub tab: M/WBE Participation

Briefly discuss how the proposer will address the M/WBE participation goals. Identify proposed M/WBE team members, their role, and their anticipated

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percentage of participation. Include past experience with the team.

10. Separate Section with a sub tab: Subconsultant Data

Provide two (2) references with telephone number for each sub-consultant and its key personnel. Identify prior projects in which the sub-consultant and its key personnel worked with the team's prime consultant making this submittal.

D. Proposed Project(s) or Services (maximum 1 page)

A Separate Section with a Tab shall be submitted for the list of proposed projects or services:

DO NOT VISIT EXISTING SCHOOL LOCATIONS OR CONTACT ANY SCHOOL BOARD STAFF REGARDING THE PROJECTS LISTED IN THIS RFQ. VISITING SCHOOL LOCATIONS OR CONTACTING STAFF RELATING TO THE LISTED PROJECTS MAY RESULT IN DISQUALIFICATION.

DO NOT SUBMIT ANY ADDITIONAL INFORMATION SPECIFIC TO THE PROJECTS LISTED IN THIS RFQ WITHIN THIS SECTION.

DO LIST THE PROJECTS THE PROPOSER DESIRES TO BE CONSIDERED FOR IN THE SELECTION TO PROVIDE PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

1. Provide a list of the projects and/or services, on a single page, that the proposer desires to be considered for in the selection to provide Professional Architectural/Engineering and/or other Services to The School Board of Broward County, Florida.
2. Proposer should list the projects and/or services in the order of most desired project first, then lesser desired project, and so on.

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E. Federal Standard Form 254

A Separate Section with a Tab including Federal Standard Form 254 should be submitted.

V. Contract and Contracting Provisions

A. Design and Materials Standards and Related Documents

The Board's standard Professional Services Agreement (PSA), the Design and Materials Standards, the General Conditions, Division 0, and Division 1 of the Construction Contract will be available for review prior to negotiations.

B. Insurance Requirements - See PSA Attached

C. Scope of Services - See PSA Attached

D. Reuse of Designs

The Board may at its sole discretion elect to reuse the design developed under its standard Professional Services Agreement (PSA). Fees for any such reuse are per the terms and conditions included in the PSA and will be issued under the terms of the standard PSA at the time of the reuse.

End of Request for Qualifications

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND PROJECT CONSULTANT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this, _____ in the year 2002, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, hereinafter called the "Owner" and or "Board", and:
(Name and Address of Consultant) hereafter called the "Project Consultant" for the following project:

Project Name:

Project No:

Fixed Limit Of Construction Cost (FLCC):

The Owner and Project Consultant agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **The Facilities And Construction Management Division:** Various members of the Facilities and Construction Management Division, acting as representatives of the Owner, will meet with the Project Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Division personnel will also examine documents submitted by the Project Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Project Consultant's work. The Project Manager shall be principally responsible for direct communication to the Project Consultant and the Contractor.
- 1.2 **The Deputy Superintendent of Facilities and Construction Management:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement. Referred to hereinafter as the Deputy Superintendent.
- 1.3 **Authorization To Proceed:** A document issued by the Owner to the Project Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.4 **Basic Services:** Those architectural, engineering and other professional design services defined in Article 2.1 through Article 2.8.
- 1.5 **Supplemental Services:** Those architectural, engineering and other professional design services defined in Article 2.9.
- 1.6 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly

registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of design, bidding and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.

- 1.7 **Project Scope:** The activities necessary to respond to the Owner's requirements for the Project, including but not limited to the full or partial range of design, bidding and construction contract administration services required to meet the Owner's educational program, construction standards, project administrative requirements, Project Budget and Project Schedule.
- 1.8 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.
- 1.9 **Project Schedule:** The Owner's requirements for the progress of design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties, Owner's occupancy and use of the new or improved facilities.
- 1.10 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Specifications, all modifications issued after execution of the Contract and all Exhibits attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Project Consultant are incorporated by reference into this Agreement.
- 1.11 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.
- 1.12 **Project Manager:** An employee of The School Board of Broward County, Florida, who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- 1.13 **Inspector of Record:** A UBCI (See also 1.18) employed by The School Board of Broward County, Florida, assigned by the Deputy Superintendent to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.14 **The Project:** The design of new construction, remodeling and/or renovation, and all services and incidents thereto, comprising a facility or facilities as contemplated and budgeted by the Owner.
- 1.15 **Sub-Consultant:** A person or organization of professional architects, engineers or other design professionals, registered and licensed in Florida, who has entered into an Agreement with the Project Consultant to provide professional services for the project.
- 1.16 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida. Referred to hereinafter as the Superintendent.

- 1.17 **Fixed Limit Of Construction Cost:** The Fixed Limit of Construction Cost, referred to hereinafter as the FLCC, is the total dollar value of the sum of the project's anticipated base bid (the project's essential scope) including design contingency.
- 1.18 **Uniform Building Code Inspector (UBCI):** Employees of The School Board of Broward County, Florida, and others designated by the Facilities and Construction Management Division who are certified as a UBCI by the Florida Department of Education (DOE). UBCI's may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager and Project Consultant.
- 1.19 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
- 1.20 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Basic Services

2.1.1 The Project Consultant agrees to:

- .1 Provide complete professional architectural, engineering and/or other professional design services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services;
- .2 Complete those design services in accordance with the Project Schedule (Attachment 1 to this Agreement) and
- .3 Participate in the Owner's programs of Value Engineering at the end of Phases I and II (Schematic Design and Design Development), Constructability Reviews at the end of Phase III (Construction Documents), Statement of Probable Construction Cost at end of each phase, SIT Award Application and other additional basic services as provided in Article 2.1 through Article 2.8.

2.1.2 Standard Of Care: The Owner's engagement of the Project Consultant is based upon the Project Consultant's representations to the Owner that:

- .1 It is an organization of experienced design professionals, registered and licensed to do business in Florida;
- .2 It is qualified, willing and able to perform architect and engineer of record services for the Project; and that
- .3 It has the past experience and ability to provide design and engineering services for projects of similar size and scope which will meet the Owner's objectives and requirements.

- 2.1.3 As to all services provided pursuant to this Agreement, the Project Consultant shall furnish services by experienced personnel and under the supervision of experienced professionals licensed in Florida, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Project Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.1.4 As to any and all drawings, plans, specifications or other documents or materials provided or prepared by Project Consultant or its Sub-Consultants, the Project Consultant agrees same:
- .1 Are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements for the Project Budget and Project Schedule;
 - .2 Meet the Owner's aesthetic, functional and operational objectives;
 - .3 Are sufficiently fit and proper for the purposes intended;
 - .4 Comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to or govern the Project, and
 - .5 Will, if constructed in accordance with the Project Consultant's Design, result in a complete and properly functioning facility. Any defective drawings, specifications or other document furnished by Consultant shall be promptly corrected by the Project Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Project Consultant's services hereunder or of the project itself shall in no way alter the Project Consultant's obligations or Owner's rights hereunder.
- 2.1.5 All professional design services and associated products or instruments of those services provided by the Project Consultant shall:
- .1 Be in accordance with all applicable codes, laws and regulations of any governmental entity including, but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.0111 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, Florida Building Code (FBC), effective March 1, 2002, Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes) with the Owner serving as the interpreter of the intent and meaning of SREF, FBC or any other applicable code;
 - .2 Be provided for the benefit of the Owner and not for the benefit of any other party; and
 - .3 Include all of the design services normally required for a project of this type as listed in the Project Scope (Attachment 2 to this Agreement).
- 2.1.6 The Project Manager shall schedule and conduct a bi-weekly project review meeting with representatives of the Project Consultant throughout Phases I through IV of the Project. At each of these meetings, the Project Consultant and Owner shall review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any

special problems related to the continuing progress of the project. The Project Consultant shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Project Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.

2.1.7 The Project Consultant's services shall conform to Owner's specifications, including but not limited to, Owner's Design and Materials Standards Manuals, and Owner's Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

.1 **Non-Conforming Work:** If the Owner (by way of UBCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective Work in a project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Project Consultant. However, whether the Owner observes a defect or not, it is the Project Consultant's duty and responsibility to determine whether said Work is defective, faulty, or not in compliance with the Contract Documents. If the Project Consultant determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Project Consultant shall advise the Owner in writing and make recommendations to the Owner concerning correction of the Work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the Work is defective, faulty or in compliance with the Contract Documents is to be determined by the Owner.

2.1.8 The Project Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Owner prior to incorporation into the design or construction documents.

2.1.9 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Additional Services.

2.1.10 **Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by an other governmental authority having 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 The Project Consultant shall warrant on behalf of itself and all Subconsultants and/or others whom it may hire or retain on this Project that each is Y2K compliant and that Project Consultant shall be responsible for any damages, delays or claims of any kind whatsoever in the event that it or any others it hires or retains are not Y2K compliant.

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, 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.
 - .2 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 2.2.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 2.2.4 The Project Consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, shall make a minimum of three recommendations among such alternatives, including site locations of building additions.
- 2.2.5 The Project Consultant shall prepare, submit and present for approval by the Owner a Design Concept and Schematics Report, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies, including an identification of any special requirement(s) affecting the Project, a Project Development Schedule, and a Statement of Probable Construction Cost, as defined below:
- .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's

Design Section.

- .2 OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
- .3 A hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey may be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats. (Attachment 5 to the Agreement).
- .4 **Schematic Drawings.** These documents shall be schematic drawings responding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include the following in addition to SREF requirements:
 - .1 A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plane and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.
 - .2 Evidence, as jointly developed with the Owner, showing that required environmental studies have been completed and sensitive site areas have been identified as required by Section 235.193, F.S.
 - .3 Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, Florida Inventory of School House (FISH) numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service areas and instructional spaces that can be converted to community use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction. Provide a life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility.
 - .4 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.
- .5 A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural,

mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV, water, sewer, storm drainage and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specification's Institute's "Manual of Practice".

- .6 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- .7 Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.
- .8 **A Project Development Schedule:** The Project Consultant shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. This schedule shall initially be submitted to Owner for approval within twenty-one (21) days of execution of this Agreement. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Project Consultant's work will be complete. No subsequent payment shall be made if Project Consultant has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Owner conducts its review promptly and does not withhold its approval unreasonably).
 - .1 Include all activities known at this stage of the project's development including any projected or preliminary requirements for moving portables, relocating classrooms, removing and storing furniture, hazardous material abatement, work by the Owner, work by separate contractors, on-site utilities and equipment and any other activities that may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
 - .2 Prepare in a bar chart format, or other format as required by the Owner, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
 - .3 The Project Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule without specific written authorization from the Owner (Attachment 1 of this Agreement).
- .9 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval a schematic design phase estimate of probable construction cost prepared by the project consultant, itemized by major categories and projected to the expected time of bid.
- .10 Twenty-five (25) copies of a Design Concept and Schematics Report which will be utilized to communicate the schematic design and shall include: Reduced color drawings (Site and building plans, elevations, sections, sketch perspectives and miscellaneous diagramming), photographs of massing and building models, a facilities list (including the number of spaces, net/gross square footages, etc.), the Project Development Schedule, and a summary design statement indicating the general design intent, conceptual development, and preliminary material, assembly and system selections. Provide brochure with heavy stock covers and plastic comb or metal spiral binding.

Additional copies of the Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

- 2.2.6 The Project Consultant shall coordinate with the assistance of the Owner to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, etc.) coordination required for the Project and, make applications for site plan and other review as appropriate to this phase of the project. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.
- 2.2.7 The Project Consultant shall submit five (5) copies of all full size documents required under this Phase, without additional charge, for approval by the Owner. The Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.
- 2.2.8 The Project Consultant shall provide presentations of the Schematic Design to the Owner's staff, Design Review Committee and to The School Board of Broward County, Florida, as required.

2.3 Phase II - Design Development:

- 2.3.1 After written Authorization to Proceed from Owner and based on the approved Schematic Design Documents and any adjustments authorized by Owner in the Project Scope, Project Schedule or Project Budget, the Consultant shall prepare, submit and present for approval by the Owner, Design Development Phase documents, comprised of the SREF requirements for Design Development documents and the following:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
 - .2 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - .3 **Documents:** Including, in addition to Phase I requirements, the following:
 - .1 Architectural and Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
 - .2 A statement, signed and dated by the Project Consultant or his designated Sub-Consultant, included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted.
 - .3 Soil testing results including a copy of the Geotechnical Engineer's report on the site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment.
 - .4 Plan(s) including, but not be limited to, the following:
 - .1 Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.

- .2 Floor plans drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
 - .3 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts.
 - .4 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.
 - .5 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts.
 - .6 Reflected ceiling plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
 - .7 Roof plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment layouts.
- .5 Life-safety plans to show exit strategy, rated doors, emergency wall openings, working stage protection, range and fume hoods, eye wash, emergency showers, ramps and vertical lifts.
- .1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.
 - .2 By symbol, indicate connections and tie-ins to existing equipment.
 - .3 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - .1 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - .2 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the effected areas of the facility.
 - .6 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.
 - .7 Plumbing fixture locations and fixture unit calculations.

- .8 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.
- .9 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- .10 Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
- .11 Mechanical Drawings including reflected ceiling plans and a single line diagram of the duct layout, location of grease trap(s), LP gas tank location, natural gas pipe lay out, tie in to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc.
- .12 Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Provide layout for energy management, computer networking and security systems. Location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Also, show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.
- .13 **Equipment and Furnishing Schedules:** Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Owner or others.
- .14 **Outline specifications:**
 - .1 Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's current edition of Masterformat on the date of execution of the Contract.
 - .2 Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute.
 - .3 Complete for Divisions 2 through 16 giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.
 - .4 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Phase II documents. LCCA shall be by a commercially available life-cycle cost analysis program, and as required by the Department of Education and the Owner.
 - .5 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Phase II documents.

- .6 The Project Consultant shall advise Owner of any adjustments to the Schematic Design Phase estimate of probable construction cost and shall submit to Owner a fully detailed Design Development Phase estimate, of probable construction cost projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 2 through 16 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

Utilize the current edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

- .7 An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- .8 A written response 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 have been addressed and/or corrected.
- .9 A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The Project Consultant shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Owner's requirements for electronic media specified below.
- .10 A letter indicating, after coordination with the Facilities and Construction Management Division's Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
- .11 Preliminary color boards to review the color selections for all finish materials with the Owner.
- .12 Twenty-five (25) copies of a Design Development Brochure which will be utilized to communicate the design as developed to date and shall include updated and enhanced contents of those brochures required at the Schematic Design Phase complete as necessary to illustrate the developed design, schedules, etc. Additional copies of the Design Development Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

2.3.2 Staff from each of the Project Consultant's major technical disciplines, and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the design concept and technical resolution of their respective building or site systems.

2.3.3 The Project Consultant shall submit five (5) sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for approval by the Owner, and the Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

2.4 Phase III - Construction Documents Development:

2.4.1 After written Authorization to Proceed from Owner and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Owner, the Project Consultant shall prepare for approval by Owner and the Florida Department of Education, and in accordance with SREF requirements and the Owner's formats, Final Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.

2.4.2 **50% Construction Documents Submittal:** The Project Consultant shall make a 50% Construction Documents submittal, for approval by the Owner, which shall include five (5) sets of the following:

- .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
- .2 An updated OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
- .3 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
- .4 **Preliminary calculations:** Provide preliminary calculations for structural, mechanical and electrical systems.
- .5 **Drawings:**
 - .1 Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:
 - .1 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - .2 Location of storm water service for new additions roof drainage.
 - .3 Parking lot lighting poles location and type.
 - .4 Final location for manholes, handholes, pull boxes.
 - .5 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).

- .6 Locations of all site improvements, playground and athletic equipment, street furniture, planters and other features.
- .7 Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, bus loop(s), parent drop-off, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.
- .8 Plans of new playcourts, tennis courts, tracks, event pads and other pertinent athletic, physical education or recreational areas provided with court markings and detailing for basketball goals, volleyball sleeves, tennis nets, and other playcourt equipment or accessories.
- .2 A plan to delineate staging areas, site barriers and other area designations to control and separate students, faculty, staff and the public from construction activities and traffic.
- .3 Landscape plans and detail including a plant list clearly noted and cross referenced, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.
- .4 Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation
- .5 Full floor plans including:**
 - .1 All dimensions and any cross references explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
 - .2 Note all chases and delineate all rainwater leaders.
 - .3 Show structural tie columns and coordinate with the floor plan.
 - .4 Cross referenced interior elevations.
 - .5 Delineate and note all built-in cabinetry or equipment .
 - .6 Identify room (F.I.S.H.) and door numbers with all doors having individual numbers.
- .6 Demolition Plans:** Indicate required demolition activities.
 - .1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - .2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - .3 Include notes dealing with protection of existing areas as a result of demolition.
 - .4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

- .7 Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, and other building features.
- .8 Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.
- .9 Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-Consultants.

.10 Roof plans:

- .1 Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, typical parapet and flashing details.
- .2 Dimensions to locate the items noted previously, and cross references shown.
- .11 Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.
- .12 Interior elevations of all classroom designs including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.
- .13 Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

.14 Details of the following:

- .1 Door jamb, head and sill conditions.
- .2 Wall and partition types.
- .3 Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- .4 Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.
- .5 Interior or exterior expansion control connections.

- .6 Any other specialized items necessary to clearly express the intent of the project design.
- .15 Room finish and door schedules coordinated with the floor plans, developed beyond Phase II.
- .16 Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.17 Mechanical Drawings:

- .1 Provide double line duct work layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- .2 Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- .3 Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..

.18 Electrical: Provide drawings for the following systems:

- .1 Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer print out for all indoor typical indoor spaces and parking lots.
- .2 Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, ITV, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- .3 Panel schedule may be in preliminary form but circuitry must be included.
- .4 Applicable installation details.
- .5 General legend and list of abbreviations.
- .6 Voltage drop computation for all main feeders.
- .7 Short circuit analysis
- .8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- .9 Indicate surge protector for main switchboard and electrical panels.

.6 Progress specifications:

- .1 Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.
- .2 Provide a preliminary Division 1 based upon the standard documents provided by the Owner and edited by the Project Consultant after consultation with the Owner to establish project specific requirements.
- .3 Include progress set of all other Sections in Divisions 2-16 with each section developed to demonstrate to the Owner an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
- .4 Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
- .7 An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Owner occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
- .8 Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- .9 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed and/or corrected.

2.4.3 100% Construction Documents Submittal:

- .1 Upon 100% completion of the Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or its designated reviewer) and those listed below.
- .2 All documents for this phase shall be provided in both hard copy and in electronic media. The Owner will approve Phase III documents for submission to the Department of Education (or designated reviewing agency) for review and approval. The following Phase III contract documents shall be included with the Phase III submittal:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
 - .2 OEF form 208 "OEF Project Transmittal Form".

- .3 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
- .4 **General Requirements.**
 - .1 **Record Set.** This submittal is the official record set and shall be the bid documents.
 - .2 **Signed and Sealed/Statements of Compliance:** Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
 - .3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- .5 **Drawings.** The drawings shall include, in addition to SREF requirements and the Phase III, 50% document requirements specified above, the following:
 - .1 Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
 - .2 Plans and details including, but not limited to:
 - .1 Title sheets including a table of contents and statement of compliance by the architect or engineer of record. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
 - .2 Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - .3 Civil/Structural sheets including paving; bus loops; parent drop; service drive; parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - .4 Mechanical sheets including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.
 - .5 Electrical sheets including floor plans; sections; details; riser diagrams; and, fixture and panel schedules.
 - .6 The drawings should indicate that the approved mechanical/electrical systems, from the Phase II FEEC/LCCA analysis, have been incorporated into the documents.
- .6 **Project Manual.** The Project Consultant shall review and coordinate with Owner regarding the preparation of the following:

- .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 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 16 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), F.S., 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.
- .3 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 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).
- .4 The Project Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Owner. Upon final approval by the Owner the Project Consultant shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner without additional charge.
- .5 The Project Consultant shall, with the Owner's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward

County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Project Consultant shall assure the Owner that all mandatory requirements are complete prior to bidding, included, but not limited to, those that may have a financial impact on the Project.

- .6 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III, 50% and Phase III, 100% Submittals.
- .7 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

2.4.4 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents, at no additional cost and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner during its review of the documents. The Owner will retain the documents submitted at this phase.

2.5 Phase IV - Bidding and Award of Contract

2.5.1 **Bid Documents Approvals and Printing:** Upon obtaining all necessary approvals of the Construction Documents, and approval by the Owner of the latest Statement of Probable Construction Cost, the Project Consultant shall assist the Owner in obtaining bids and awarding construction contracts. The Owner will have the drawings and specifications printed for bidding purposes, either through its open Agreements with printing firms or as a reimbursable service through the Project Consultant.

2.5.2 The Owner will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at the Facilities and Construction Management Division.

2.5.3 The Project Consultant shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, with prior approval of the Owner.

2.5.4 The Project Consultant shall attend a pre-bid conference as requested by the Owner.

2.5.5 The Project Consultant shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner. The Project Consultant shall be responsible for the costs of printing and distributing addenda relating to errors and omissions in the bidding documents.

2.5.6 The Project Consultant shall be present at the bid opening, with the Owner's staff.

- 2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 2.5.8 The Project Consultant shall advise and consult with Owner in awarding and assisting in the preparation of any Agreements necessary for the construction of the project, including, without limitation, that form of Agreement between Owner and Contractor.
- 2.5.9 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
- .1 Approve the increase in Project cost 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.
- 2.5.10 Under Article 2.5.9.3 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 2.5.9.3 above. The Owner agrees to discuss this issue with the Project Consultant prior to exercising this option.
- 2.5.11 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant 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 Fixed Limit of Construction Cost.

2.6 Phase V - Administration of the Construction Contract:

- 2.6.1 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. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor, as basic services, including participation in building commissioning and partnering at no additional cost to the district.
- 2.6.2 The Project Consultant, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have authority to act on behalf of the Owner within the limits established by this Agreement and the Contract Documents. The Project Consultant shall contemporaneously provide Owner with copies of all communications between Project Consultant and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.
- 2.6.3 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of

at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.

- .1 The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.
 - .2 The Project Consultant shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Project Consultant and shall endeavor to guard the Owner against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as the UBCI, are undertaking inspection for or on behalf of the Owner. The Project Consultant shall make on-site observations utilizing the same personnel over the course of the Work.
 - .3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 2.6.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub-Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Owner may at its discretion require the Project Consultant and all Sub-Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.
- 2.6.5 The Project Consultant shall assist Owner in determining the amounts owing to Contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Owner may request. The certification of a Certificate for Payment shall constitute a representation by Project Consultant to Owner, based on Project Consultant's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that Project Consultant has made any examination, other than information which has come to Project Consultant's attention, to ascertain how and for what purpose Contractor has used the moneys paid by the Owner.
- 2.6.6 The Project Consultant shall initially interpret matters and provide recommendations concerning performance of Owner and Contractor under the requirements of the Contract Documents on written request of either Owner or Contractor. The Project Consultant's response to such requests shall be made

with reasonable promptness and within any time limits agreed upon. The Project Consultant shall render written advisory decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

- 2.6.7 All initial interpretations and advisory decisions of the Project Consultant 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. In the capacity of initial interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either.
- 2.6.8 The Project Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner. Whenever, in the Project Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Project Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but Consultant shall take such action only after consultation with Owner. The Project Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of the Project Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Project Consultant to Contractor or other third parties performing portions of the Work.
- 2.6.9 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. The Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. The Project Consultant shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents.
- 2.6.10 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives. The Project Consultant shall:
- .1 Meet with the Owner prior to the preparation of Request for Proposals and Change Order items to ensure that proposed changes comply with the intent of the Project's scope and construction schedule.
 - .2 Reconcile the Project Consultant's analysis of Request for Proposals and Change Order amounts and provide the Owner with a recommendation concerning the respective cost studies.
 - .3 Submit written and graphic information documenting proposed changes for formal review by the Owner prior to the issuance to the Contractor.
 - .4 Review and indicate concurrence through signing Request for Proposals for Owner's authorization in accordance with the Contract Documents, shall have authority to order minor

changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Owner. The Basic Services shall include providing recommendations concerning Request for Proposals and Change Orders, and the preparation and processing of Request for Proposals, Change Orders and Construction Change Directives. This Article shall not supersede Articles 2.9.1.14 or 2.9.1.16.

- .5 Process, prepare and issue contract modification documents, Request for Proposals and Change Orders, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Project Consultant shall provide written notification to the Owner concerning those modification documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.
 - .6 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.
- 2.6.11 The Project Consultant shall conduct thorough site observations, make recommendations and otherwise assist Owner in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to Owner for Owner's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, the Project Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The Project Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The Project Consultant and the Sub-Consultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents. Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.
- 2.6.12 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment of construction administration fees to the Project Consultant.

2.7 Phase VI - Warranty Administration:

- 2.7.1 For one year following substantial completion of the construction project, the Project Consultant shall assist Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

2.8 Other Basic Services:

- 2.8.1 The Project Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Project Consultant's services. Preparation of detailed analysis or documentation (if requested by Owner) shall be a supplemental service under Article 2.9.1.21.

2.8.2 Any basic services in addition to those described in this agreement must be negotiated, approved by the Board and issued as an ATP to the Project Consultant.

2.9 Supplemental Services

2.9.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an ATP, will be compensated for as provided under Articles 5.7 and 6.2:

- .1 Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
- .2 Providing financial feasibility, or other special studies.
- .3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- .4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
- .5 Providing services to make measured drawings of the existing site or facilities.
- .6 Providing the services of a cost estimating firm beyond the basic services in Article 2. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner or may be the Owner's independent cost estimator.
- .7 Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- .8 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- .9 Providing any additional or special professional services not specified as basic services in Article 2 as may be required for the project
- .10 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- .11 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- .12 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- .13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

- .14 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- .15 Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any Contractor.
- .16 Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reasons such as error or omission of the Project Consultant.
- .17 Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- .18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .19 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the contractor except those services that are a result of errors, omissions, or conflicts in documents prepared by the Project Consultant or are warranty related services.
- .20 Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice related directly to construction.
- .21 Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

ARTICLE 3 SUB-CONSULTANTS

3.1 Sub-Consultants' Relations

- 3.1.1 All services provided by the Sub-Consultant shall be pursuant to appropriate Agreements between the Project Consultant and the Sub-Consultants which shall contain the provisions of this agreement pertaining to Sub-Consultants, and provisions that preserve and protect the rights of the Owner and the Project Consultant under this Agreement. All such Agreements shall provide that the Project Consultant may assign or transfer to Owner any and all claims or causes of action which the Project Consultant has or may have against a Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.
- 3.1.2 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However the Project Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. The Owner may, at any time, require the Project Consultant to

assign or transfer to the Owner any claims or causes of action which Project Consultant has or may have against one or more of its Sub-Consultants as it relates to these contract obligations regarding or relating to this Project. Upon such request, the Project Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Project Consultant to assign or transfer said claims or causes of action then the Owner agrees to indemnify and hold the Project Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Project Consultant directly related to the claim of cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants

3.2.1 The Project Consultant proposes to utilize the following Sub-Consultants: (see attachment #3)

(Firm Name)

(Consulting Service/Discipline)

(Address)

(Telephone and Facsimile)

3.2.2 The Project Consultant shall not change any Sub-Consultant without prior approval by the Owner.

3.2.3 The Project Consultant, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, phone and fax numbers and internet (or other internet e-mail service provider) e-mail addresses.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES

4.1 Information, Documents, And Services

- 4.1.1 Owner shall consult with Project Consultant and provide such information regarding requirements for the project, including a Project Scope, Budget and Schedule which shall set forth Owner's contemplated design objectives, constraints and criteria, including educational specifications, facilities lists, space requirements and relationships, flexibility and expandability, special equipment and site requirements as are reasonably necessary for Project Consultant to perform its services.
- 4.1.2 The Owner shall furnish a legal description and a certified land survey of the site. When possible, the Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of existing structures and/or trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.
- 4.1.3 Owner shall furnish the services of soil engineers or other consultants if such services are necessary and requested in writing by Project Consultant. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.
- 4.1.4 Owner shall furnish a Project Schedule for the project showing all activities and critical dates necessary to complete the project within the allotted time.
- 4.1.5 Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the construction cost of a project and will be based upon the Fixed Limit of Construction Cost with an appropriate contingency factor. This contingency factor includes but is not limited to the demolition, destructive testing and repairs, directed by the Project Consultant, to adequately investigate and document the existing conditions of the facility.
- 4.1.6 **As-Built Documentation:** Drawings and other available documents which were purported to represent "as-built" conditions at the time of original construction will be furnished to the Project Consultant; however, they are not warranted to represent conditions as of this date. The Project Consultant shall perform non-destructive field investigations as necessary to obtain sufficient information to perform his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.
- 4.1.7 **Design And Material Standards:** The Owner will furnish a set of design and material standards for the Project Consultant's use in developing designs and documentation for the project. The Design and Material Standards may be variously presented in hardcopy or electronic media and are comprised of miscellaneous written documents, drawings and specification materials. The intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The

Project Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.

- 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 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 successful contractor.

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:

- 5.1.1 The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for services rendered pursuant to this Agreement a fixed fee (as computed by the Fixed Fee method below) of:
(Fee Written Out) (\$ _____)

5.2 Fixed Fee:

- 5.2.1 The Fixed Fee listed above is based on the scope of services for a project of this scope, size, complexity and Fixed Limit of Construction Cost of Construction of the project.

5.2.2 If the Owner authorizes a significant increase or decrease in the scope of the project, the Fixed Fee may be adjusted as mutually agreed upon.

5.3 Multiple of Direct Personnel Expense (D.P.E.):

5.3.1 Where this contract indicates a fee computed on the basis of a Multiple of Direct Personnel Expense, such fees shall be a multiple of two point two five (2.25) times the Direct Personnel Expense as defined in Article 5.5, not to exceed one hundred twenty-five dollars (\$125) per hour by Principals and one hundred dollars (\$100) per hour by other employees.

5.3.2 The following Principals may be employed on a project:

- .1 Personnel directly engaged on a project by the Project Consultant may include architects, engineers, designers, job captains, draftsmen, specification writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to a project during all phases thereof.
- .2 Should overtime work be necessary for work compensated by this fee method, the Project Consultant's authorization and compensation for such work shall be approved by the Deputy Superintendent, in writing and stated in an Authorization to Proceed (ATP).

5.4 Fee for Additive Alternates:

- 5.4.1 The design of alternates within the Owner's total allocated funds for construction will be a Basic Service.
- 5.4.2 The design of additive alternates, not included in the original project scope, in excess of Fixed Limit of Construction Cost of Construction must be authorized by the Deputy Superintendent, and will be considered supplemental services.
- 5.4.3 Fees for the design of additive alternates, not included in the original project scope, will be negotiated. The Owner will pay one hundred (100%) percent of the negotiated fee for alternates accepted and only pay for the design portions of the (Phases I through III) for alternates rejected.

5.5 Direct Personnel Expense and Raw Labor:

- 5.5.1 Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a 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, pensions and similar contributions and benefits, not to exceed one point two five (1.25) times raw labor.
- 5.5.2 Raw Labor is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project.

5.6 Fees for Reimbursables

5.6.1 Reimbursables are those items preapproved in writing by ATP and authorized by the Owner in addition to the Basic and Supplemental Services and consist of actual expenditures made by the Project Consultant and the Project Consultants' employees and Sub-Consultants in the interest of the Work.

- 5.6.2 Authorized travel outside the Dade, Broward and Palm Beach County area, lodging and meals in connection with a project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to the normal architectural, civil, structural, mechanical, electrical or landscape architectural Project Consultants living outside the Project Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the Work; reproductions (with prior approval), postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Project Consultant and check sets required by the Owner; data processing and photographic production techniques when used in connection with Supplemental Services; and if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 5.6.3 The Owner will reimburse the Project Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.
- 5.6.4 Any authorized reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings, and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursables, except those for professional liability insurance, the Project Consultant will apply the multiplier of one and five hundredths (1.05) times the amount expended by the Project Consultant, with the exception of the Project's Insurance Policy. Authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable.

5.7 Fees for Supplemental Services

- 5.7.1 The Consultant may be authorized to perform Supplemental Services described under Article 2.9. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expense. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT

6.1 Payment For Basic Services

- 6.1.1 Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase:
 - .1 Fifteen (15%) percent upon completion and approval of Phase I.
 - .2 Thirty-five (35%) percent upon completion and approval of Phase II.
 - .3 Fifty (50%) percent upon submittal and approval of 50% of Phase III.
 - .4 Seventy (70%) percent upon completion and approval of Phase III.
 - .5 Seventy-five (75%) percent upon 100% completion of Phase IV.

- .6 Ninety-eight (98%) percent upon completion of Phase V and one hundred (100%) percent upon completion of Phase VI (Warranty) and approval of all Work and audit of account, as per Article 5.
- 6.1.2 Partial payments may be made in Phase V (but not in excess of ninety (90%) percent of the aggregate of Phase V) in monthly increments which are proportioned to match the Work's percentage complete reflected by the Contractor's monthly Applications for Payment. If the Owner's required Substantial Completion date for Phase V is extended through no fault of the Project Consultant, the Project Consultant shall be reasonable compensated for any required professional services and/or expenses not otherwise compensated for in connection with such time extension(s), in accordance with Article 6.2. If the Owner's required Substantial Completion date for Phase V is extended due to an action or inaction of the Project Consultant to the detriment of the Owner, no additional payments or time shall be due to Project Consultant.
- 6.1.3 If the project reaches Final Completion (as defined by the Construction Contract Documents) prior to the expiration of the Anticipated Construction Time, then full payment shall be made at that time provided the Project Consultant has completed all obligations for submittals and other services (including Project Record Documents) as required by this Agreement.
- 6.1.4 No payments shall be due to Project Consultant unless and until all materials, forms and documents required by this Agreement have been provided by Project Consultant and its Sub-Consultant to Owner or other whom are to receive same. The Owner retains the right to withhold payment from the Project Consultant for non-performance of the Project Consultant during any phase of the Project.
- 6.1.5 The Project Consultant shall submit invoices in the Owner's required invoice format as provided.
- 6.1.6 All Submitted invoices shall have copies of referenced ATP's attached.
- 6.1.7 During project Phases I through IV, the Project Consultant shall submit an updated Project Schedule reflecting the Project Consultant's scheduled and actual progress with each submitted invoice. As an attachment to the Project Schedule, the Project Consultant shall provide a progress report giving percentage of completion of the Project development.
- 6.1.8 Project Consultant shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner.
- 6.1.9 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice provided it is in accord with the requirements of this Agreement.
- 6.2 Payment For Supplemental Services/Reimbursables**
- 6.2.1 Payment for Supplemental Services and/or Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Project Consultant shall submit for approval by the Deputy Superintendent, a duly certified invoice, attaching to the invoice all supporting data for payments made to Sub-Consultants engaged on the project or task.
- 6.2.2 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice.

- 6.3.1 If the project is suspended for the convenience of the Owner for more than three months or terminated in whole or in part, during any Phase, the Project Consultant shall be paid for services authorized by an Authorization To Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.
- 6.3.2 If the Project is resumed after having been suspended for more than three months, the Project Consultant's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to resumption of the Project Consultant's services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:
- .1 Two (2%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the respective schematic or design development Phase only, if Project Suspension occurs before or during the design development design phase; or
 - .2 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the construction documents phase only, if Project Suspension occurs during the construction documents phase development phase; or
 - .3 Five (5%) percent of the total compensation for Basic and Supplemental Services scheduled for the construction contract administration phase only, if Project Suspension occurs during the construction administration phase.

ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 Scope Of Services

- 7.1.1 It is understood that all Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents (including Phase V of Basic Services described in Article 2); and that the Project Consultant agrees to such re-use in accordance with this provision.
- 7.1.2 If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, prepared for the project for other projects on other sites, the Project Consultant will be paid a re-use fee, for Basic Services described in Article 2 for Phases I through VI, in the amounts of:
- .1 Twenty (20%) percent of the original fee for Basic Services for Phases I through III.
 - .2 Thirty-eight (38%) percent of the original fee for Basic Services for Phases IV, V and VI.
- (or) The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for services rendered pursuant to this Agreement a reuse fee (based upon the reuse of <project> <Project number> <facility>:
(Fee Written Out) \$XX,XXX
- 7.1.3 Each re-use shall include all Basic Services and modifications to the drawings, specifications and other documents normally required to suit the new site (does not include preparation of reverse plans, changes to the program, code revisions or exceptional site conditions). The stipulations and conditions of this

Agreement shall remain in force for each re-use project, unless otherwise agreed. Reuse fees do not include preparation of documents for offsite improvements.

- 7.1.4 If a reuse project commences in excess of three years from the acceptance of the design development documents by the Owner then Owner shall negotiate the fees to be paid to Project Consultant.

ARTICLE 8 INDEMNIFICATION CLAUSE

8.1 Indemnification

- 8.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Project Consultant's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.
- 8.1.2 In any and all claims against the Owner by any employee of the Project Consultant, or anyone for whose acts the Project Consultant may be liable, the obligations for Project Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Project Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 8.1.3 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Project Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Project Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Project Consultant further agrees to pay, at the sole expense of the Project Consultant, the attorney's fees and cost incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. At its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 8.1.4 The Project Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Project Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 INSURANCE

9.1 General Insurance Requirements

- 9.1.1 The Project Consultant shall not start work under this Agreement until the Project Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 9.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A-" rating and a financial rating of no less than VI in the current A. M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 9.1.3 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectible coverages maintained by The School Board of Broward County, Florida. The School Board of Broward County, Florida, shall be named as an additional insured under the General Liability policy and shall include the Owner's project number and full project title (including applicable facility name) on the Certificate.

9.1.4 The Project Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Contract and shall maintain same at all times during the term of this Agreement.

9.1.5 The Certificates shall clearly indicate that the Project Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Project Consultant. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.2 Insurance Required

9.2.1 Automobile Liability Insurance: The Project Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than One Million (\$1,000,000) Dollars per occurrence for bodily injury and property damage combined single limit.

9.2.2 Professional Liability (Errors and Omissions): The Project Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. The insurance policy shall be non-cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:

9.2.2.1 Individual projects estimated at a \$3,000,000 construction cost or greater require Project Specific coverage in accordance with the schedule delineated below:

- .1 One Million (\$1,000,000) Dollars on a per project basis for contracts with an estimated cost of construction between Three Million (\$3,000,000) Dollars to Five Million (\$5,000,000) Dollars.
- .2 Two Million (\$2,000,000) Dollars on a per project basis for contracts with an estimated cost of construction between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
- .3 Three Million (\$3,000,000) Dollars on a per project basis for contracts with an estimated cost of construction between Ten Million One (\$10,000,001) Dollars to Twenty Million (\$20,000,000) Dollars.
- .4 Five Million (\$5,000,000) Dollars on a per project basis for contracts with an estimated cost of construction between Twenty Million One (\$20,000,001) Dollars to Forty Million (\$40,000,000) Dollars.
- .5 Seven Million (\$7,000,000) Dollars on a per project basis for contracts with an estimated cost of construction greater than Forty Million (\$40,000,000) Dollars.

The Project Specific insurance policy shall be purchased with an extended reporting period endorsement and shall provide full coverage for a period commencing with execution of this contract and terminating three years after final completion of the project.

On projects requiring Project Specific coverage, the premium costs and expenses shall be paid for by the Project Consultant and reimbursed by the Owner as a reimbursable expense in accordance with the procedures outlined below:

- a. The Project Consultant shall provide the Risk Management Department with an insurance quote fifteen (15) business days prior to commissioning. In addition, the Project Consultant agrees to provide the Risk Management Department with all necessary underwriting information to obtain a comparative quote.
- b. The Risk Management Department will provide the insurance information to the Board-approved general liability insurance broker.
- c. The Board-approved general liability insurance broker will obtain comparative insurance quotes in an effort to contain costs. The Risk Management Department shall provide the Project Consultant with all such comparative quotes.
- d. The Project Consultant shall provide the Risk Management Department with evidence that the Project Consultant has procured Professional Liability insurance in the manner described above prior to the Project Consultant's commissioning. In the event that the policy premium exceeds the cost of the comparative quote, the Board shall only reimburse the Project Consultant the amount of the comparative quote provided by the Board-approved general liability broker.

9.2.2.2. Projects estimated less than \$3,000,000 require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

- .1 One Million (\$1,000,000) Dollars on a per claim/One Million (\$1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million (\$5,000,000) Dollars.
- .2 One Million (\$1,000,000) Dollars on a per claim/Three Million (\$3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
- .3 One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

The Project Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. In addition, the project consultant shall provide information regarding the total claims against said practice policy, as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent

services performed by the Project Consultant or any person employed or acting on the Project Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Project Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

- 9.2.3 **Workers' Compensation Insurance:** The Project Consultant shall maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440.
- 9.2.4 **General Liability Insurance:** The Project Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million (\$2,000,000) General Aggregate.

ARTICLE 10 GENERAL PROVISIONS

10.1 Performance

- 10.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Project Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an Agreement between the Owner and said other person or firm.
- 10.1.2 **Term of Agreement:** The term of this Agreement shall start upon execution by the parties hereto and extend until the completion of Phase VI (Warranty) activities as set forth above except as may be otherwise agreed to in writing by the parties hereto, or as provided further herein under Article 10 and Article 7.
- 10.1.3 **Time for Performance:** The Project Consultant agrees to start all work hereunder upon receipt of an Authorization To Proceed issued by the Deputy Superintendent or his designee and to complete each Phase within the time stipulated in the Authorization To Proceed and as required by the Project Schedule (Attachment 1 to this Agreement). The Project Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same.
- 10.1.4 **Time Extensions:** A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Project Consultant for additional or extra compensation. Under no circumstances shall the Project Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project.
- 10.1.5 Time is of the essence with regard to the performance of this Contract.

10.2 Termination Of Agreement

- 10.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on seven days written notice. Upon termination of this Agreement, the Project Consultant shall be paid in accordance with Article 10.2.5. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

- 10.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Project Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, the Project Consultant is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.
- 10.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Project Consultant to comply with any of its material obligations under this Agreement. In such event Project Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Project Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating the Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 10.2.1 above, and the Project Consultant's sole compensation shall be compensation in accordance with that paragraph.
- 10.2.4 Whether or not this Agreement is so terminated, Project Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Project Consultant, including, but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 10.2.5 **Termination Expenses:** Termination Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:
- .1 Twenty (20%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs before or during the schematic design phase; or
 - .2 Ten (10%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during the design development phase; or
 - .3 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during any subsequent phase.
- 10.2.6 **Annulment:** The Project Consultant warrants that no one has been employed or retained other than an employee working solely for the Project Consultant, to solicit or secure this Agreement; and that the Project Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.
- 10.2.7 **Fixed Fees Exceeding \$50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand (\$50,000) Dollars the Project Consultant shall execute a truth-in-negotiations certificate in accordance with F.S. 287.055

10.3 Project Consultant's Accounting Records And Right To Audit Provisions

- 10.3.1 Project Consultant's records which shall include but not be limited to accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this contract.
- 10.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Project Consultant pursuant to this contract. All costs which the Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.
- 10.3.3 Owner's agent or its authorized representative shall have access to the Project Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 10.3.4 Project Consultant shall require all Sub-Consultants and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract Agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Project Consultant pursuant to this contract.
- 10.3.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Project Consultant to the Owner in excess of ten (10%) percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Project Consultant.

10.4 Ownership Of Documents

- 10.4.1 The Schematic Design and Design Development documents developed under this Contract shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Project Consultant may maintain copies thereof for its records and for its future professional endeavors although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Project Consultant. All or part of the Schematic Design and Design Development documents prepared by the Project Consultant for this project may be used as a prototype for other facilities by the Owner. Any reuse of Schematic Design or Design Development documents developed under this Contract by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk. The Owner shall indemnify and hold harmless the Project Consultant from any and all liability, costs, claims, damages and losses, including attorney's fees, associated with any such reuse except wherein the Project Consultant is providing any professional services related to said reuse.

- 10.4.2 Provided the Project Consultant has complied with the terms of this Agreement, construction working drawings, specifications and other documents or materials developed after the completion of the design development phase are and shall remain the property of the Project Consultant whether the Project for which they are made is executed or not.
- 10.4.3 The Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the Project Consultant.
- 10.4.4 The drawings and specifications may be used by the Owner on other projects, or for any other purpose included, but not limited to, for completion of the Project's construction in the event the Project Consultant's services are terminated as per other provisions of this Contract.
- 10.4.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Project Consultant's rights.
- 10.4.6 In the event of the Project Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, or for any other purpose.
- 10.4.7 In the event Owner requests any such documents or materials referred to in this Article and Project Consultant fails to provide same as requested by Owner, then Project Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.
- 10.4.8 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Project Consultant. The Owner will delete any title blocks or other marks identifying the originating Project Consultant from any materials so distributed. The Owner will indemnify the Project Consultant against any claims that result from the modification of data and disks by the Owner.

10.5 Electronic Media

- 10.5.1 Where this Agreement or referenced provisions in the Contract Documents require the Project Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's Electronic Media Submittal Requirements (Attachment 5 to this Agreement).

10.6 Attachments And References

- 10.6.1 The following named attachments are made an integral part of this Agreement:

- (A) .1 Attachment 1: Project Schedule.
- .2 Attachment 2: Project Scope.
- .3 Attachment 3: List of Project Team Members
- (D) .4 Attachment 4: Project Consultant's Invoice Format, Reimbursable and Supplemental Services Format
- .5 Attachment 5: Electronic Media Submittal Requirements
- .6 Attachment 6: Authorization to Proceed (ATP) Form

Professional Services Required – page 1 of 3

Project Schedule – page 2 of 3

Professional Fee – page 3 of 3

.7 Attachment 7: Truth in Negotiations Certificate

10.6.2 **References:** The following named referenced documents are made an integral part of this Agreement:

1. Owner's standard "front end" documents includes, but is not limited to Bidding Requirements (Instructions to Bidders), Contracting Requirements (General Conditions, Supplementary Conditions), and Division 1 specification sections current as of the date of this Agreement.
2. To the extent that inconsistencies exist between the Owner's standard "front end" documents, Division 1 and the Agreement, the Agreement shall govern.

10.7 Extent Of Agreement:

10.7.1 This Agreement represents the entire and integrated Agreement between the Owner and the Project Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

10.7.2 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of The School Board of Broward County, Florida.

10.7.3 This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

10.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.8 Strict Performance:

10.8.1 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.9 Prompt And Satisfactory Correction:

10.9.1 The Owner, at its sole discretion, may direct the Project Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

10.10 Successors And Assigns:

10.10.1 The performance of this Agreement shall not be delegated or assigned by the Project Consultant without the written consent of the Owner.

10.10.2 The Project Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.11 Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:

10.11.1 Lower Tier Covered Transactions: Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

10.11.2 Certification

- .1 The lower tier participant (Project Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .2 Where the lower tier participant (Project Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

10.12 Non-Discrimination

10.12.1 **Non-Discrimination** - The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

10.13 Captions

10.13.1.1 **Captions** – The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

10.14 Authority

10.14.1.1 **Authority** – Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

10.15 Notice Provision

10.15.1.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Calhoun, Deputy Superintendent
The School Board of Broward County, Florida
1700 S.W. 14th Court
Fort Lauderdale, FL 33312

Project Consultant:

With a Copy to:

10.16 Excess Funds

10.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Superintendent of Schools
Franklin L. Till, Jr.

Chairperson
Dr. Robert D. Parks

Approved:

School Board Attorney

DELETE THE SIGNATURE SECTIONS NOT USED

WHEN THE PROJECT CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

(ATTEST)

(Type Name of Firm Here)
Legal Name of Corporation

Secretary, (Type Name Here)

By: _____
(Type Name Here)
Its President

(Corporate Seal)

(Type Registration Number Here)
Project Consultant's
Registration Number

WHEN THE PROJECT CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

(ATTEST)

Witness (Type Name Here)

Legal Name of Individual or Partnership

Witness (Type Name Here)

By: _____
Signature (Type Name Here)

Project Consultant's
Registration Number

WHEN THE PROJECT CONSULTANT IS A JOINT VENTURE

(Corporate Seal)

(Corporate Seal)

Firm's Legal Name

Firm's Legal Name

By: _____
Signature (Type Name Here)

By: _____
Signature (Type Name Here)

Project Consultant's
Registration Number

(ATTEST)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ of _____, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

**AGREEMENT FOR OPEN END SERVICES
HVAC TEST AND BALANCE SERVICES**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND CONSULTANT FOR HVAC TESTING AND BALANCE SERVICES**

THIS AGREEMENT, made this ___ day of _____ in the year ~~Two Thousand~~2002, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “Owner” or “Board”), and _____, _____, (hereinafter called the “T & B CONSULTANT”) for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the T & B Consultant on various different projects. Rather than enter into separate agreements each time that is required, the Owner and T & B Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the T & B Consultant is hired to provide services for. Attached as Exhibit “1” to this Agreement is a general “Scope of Work” consisting of Basic and Supplemental Services. For each project, some or all of these Basic and Supplemental Services will be part of the Scope of Work for that particular project. In addition, other services may be required. The Owner will assign increments of Work to the T & B Consultant via an Authorization to Proceed (“ATP”), (Exhibit 4) which will be completed for each project or service to which the T & B Consultant is assigned. Each ATP, which includes forms for the Professional Services Required, Project Schedule and Professional Fee shall be completed by the Owner and T & B Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the T & B Consultant will be identified by the Owner’s assigned project numbers. The term of this Open End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement ~~or, The the~~ total dollar amount for all fees to be paid to

the T & B Consultant for all projects pursuant to this Agreement may not exceed ~~Seven Hundred Fifty Thousand~~ One Million (\$~~1,000,000~~750,000.00) Dollars, whichever occurs first. The Agreement may be extended by one year and/or Three Hundred Thousand (\$300,000) Dollars. The Owner and T & B

Consultant agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 The Deputy Superintendent for Facilities and Construction Management:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement, referred to hereinafter as the **Deputy Superintendent**.
- 1.02 Authorization to Proceed:** A document in the form attached as Exhibit 4 issued by the Owner to the Project Consultant authorizing the performance of specific professional services.
- 1.03 Basic Services:** Those services are referred to in 2.01 below.
- 1.04 T & B Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this Agreement.
- 1.05 Project Scope:** The activities necessary to respond to the Owner's requirements for the Project.
- 1.06 The Contract:** The Contract as used herein refers to this Agreement and any schedules or exhibits attached hereto which are incorporated by reference.
- 1.07 The Facilities and Construction Management ~~Department~~Division:** The Facilities and Construction Management ~~Department~~Division is the Owner's organizational entity which acts as liaison between the T & B Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.08 ~~Facilities~~ Project Manager:** An employee of the Owner who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- ~~**1.09 Field Construction Manager:** An employee of the Owner assigned by the Deputy Superintendent to assist in the management of the Project as a direct representative of the Owner.~~
- 1.10 The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

- 1.11 Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the T & B Consultant to provide professional services for the Project.
- 1.12 Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.13 Inspector :** An inspector (See also 1.10) employed by The School Board of Broward County, Florida, assigned by the Executive Director for Compliance and Contracts to assist in the inspection of the Project as a direct representative of the Owner during Phase V (Construction).~~**Uniform Building Code Inspector (“UBCI”):** Employees of the Owner and others designated by the Facilities and Construction Management Department who are certified as a UBCI by the Florida Department of Education (“DOE”). UBCI’s may provide plan review, construction inspections, and other services related to the Project for the Owner.~~

ARTICLE 2 – T & B CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.01 Basic Services:** The Basic Services are those set forth in the Professional Services Required form attached as Exhibit 4 hereto and incorporated by reference. It should be noted that the Basic Services may be some or all of those services listed on Exhibit “1” to this Agreement, or other services designated by Owner.
- 2.02 Standard of Care and Representations:**
- 2.02.01** Standard of Care: The Owner’s engagement of the T & B Consultant is based upon the T & B Consultant’s representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) it is currently certified by the Associated Air Balance Council (“AABC”), National Environmental Balancing Bureau (“NEBB”), or is a registered Professional Engineer in the State of Florida. In addition, in the event engineering design is to be performed pursuant to this Agreement, then registration as a Professional Engineer of the State of Florida is required in addition to certification by the AABC and NEBB; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the expertise and ability to provide services which will meet the Owner’s objectives and requirements.
- 2.02.02** As to all services provided pursuant to this Agreement, the T & B Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced T & B Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The T & B Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.02.03** Any defective or deficient services or work furnished by the T & B Consultant shall be promptly corrected by the T & B Consultant at no cost to Owner, without limitations to

other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of T & B Consultant's services hereunder or of the Project itself shall in no way alter the T & B Consultant's obligations or Owner's rights hereunder.

- 2.02.04** All services provided by the T & B Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.0111 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities), 1999 ("SREF") and its referenced codes and standards; [Florida Building Code](#), [Florida Fire Prevention Code](#) and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner until final completion of the Project serving as the interpreter of the intent and meaning of SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party. Include all Test & Balance Services normally required for a project of this type as listed in the project scope.
- 2.02.05** The T & B Consultant's services shall conform to Owner's specifications.
- 2.02.06** The T & B Consultant shall warrant on behalf of itself and all Sub-Consultants and/or others whom it may hire or retain on this Project that each is Y2K compliant and that the T & B Consultant shall be responsible for any damages, delays or claims of any kind whatsoever in the event that it or any others it hires or retains are not Y2K compliant.

ARTICLE 3 – SUB-CONSULTANTS

3.01 Sub-Consultants' Relations

- 3.01.01** All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the T & B Consultant and the Sub-Consultants, which shall contain provisions that preserve and protect the rights of the Owner and the T & B Consultant under this Agreement. All such Agreements shall provide that the T & B Consultant may assign or transfer to Owner any and all claims or causes of action which the T & B Consultant has or may have against Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.
- 3.01.02** Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the T & B Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, after agreeing to provide T & B Consultant with a Release or Covenant Not to Sue as to a claim or cause of action, require the T & B Consultant to assign or transfer to Owner any such claims or causes of action which T & B Consultant has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the T & B Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the T & B Consultant to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the T & B Consultant harmless from any claim or cause of action brought by a Sub-

Consultant against the T & B Consultant directly related to the claim or cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.02 Proposed Sub-Consultants:

3.02.01 The T & B Consultant proposes to utilize the Sub-Consultants for all Projects pursuant to this Agreement are as follows:

3.02.02 The T & B Consultant shall not change any Sub-Consultant without prior approval by the Owner.

3.02.03 The T & B Consultant, not later than ten (10) days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and internet (or other internet email service provider) email addresses.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

4.01 **Information, Documents and Services Furnished:** The Owner shall consult with the T & B Consultant and provide such information regarding requirements for the Project as is reasonable to accomplish the services requested.

4.02 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the T & B Consultant’s use are deemed by the T & B Consultant as inappropriate, inaccurate, or otherwise unreasonable, the T & B Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify T & B Consultant upon delivery of any inaccurate data provided to the T & B Consultant. Failure of the T & B Consultant to so notify the Owner shall result in the T & B 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.

4.03 Project Management:

4.03.01 **The Deputy Superintendent:** The Deputy Superintendent or his designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all

Authorizations To Proceed to the T & B Consultant and all invoices for payment to the T & B Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.01 Professional Service Fees:

5.01.01 The Owner agrees to pay the T & B Consultant, and the T & B Consultant agrees to accept for services rendered pursuant to this Agreement, a fee as set forth on in Exhibit 4 attached hereto and incorporated by reference.

5.02 Basic Fee:

5.02.01 The Basic Fee listed above (hereinafter called the “Basic Fee”) is based on the scope of services for a project of this scope, size and complexity.

5.02.02 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Basic Fee will be adjusted as mutually agreed upon, in writing, by Owner and T & B Consultant.

5.03 Multiple of Direct Salary Expense:

5.03.01 Where this Agreement or Exhibit 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be a multiple of 2.25 times the Direct Personnel Expense as defined in Article 5.04, not to exceed One Hundred Twenty-Five (\$125.00) Dollars per hour by Principals and One Hundred Dollars (\$100.00) per hour by other employees.

5.03.02 Should overtime work be necessary for work compensated by this fee method, the T & B Consultant’s authorization and compensation for such work shall be approved by the Deputy Superintendent or his designee, in writing, and stated in Exhibit 4 or other documents executed by Owner and T & B Consultant.

5.04 Direct Personnel Expense: Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly 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, pensions and similar contributions and benefits, not to exceed 1.25 times the salary stated above.

5.05 Fees for Reimbursables:

5.05.01 Reimbursables are those items pre-approved, in writing, and authorized by the Owner in addition to the Basic Services and consist of actual expenditures made by the T & B Consultant and the T & B Consultant’s employees and Sub-Consultants in the interest of the work.

- 5.05.02** Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the T & B Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 5.05.03** The Owner will reimburse the T & B Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.
- 5.05.04** Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursables, the T & B Consultant will apply the multiplier of one and five-hundredths (1.05) times the amount expended by the T & B Consultant. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.
- 5.06** **Fees For Supplemental Services:** The T & B Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expense. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The T & B Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

ARTICLE 6 – PAYMENTS TO THE T & B CONSULTANT

- 6.01** **Payment for Basic Services:**
- 6.01.01** Payments for Basic Services may be requested monthly in proportion to services performed during each portion of the work or other basis as set forth in Exhibit 4 attached hereto. Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.01.02** No payments shall be due to T & B Consultant unless and until all materials, forms and documents required by Owner have been provided by T & B Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the T & B Consultant for non-performance of the T & B Consultant during any phase or portion of the Project.
- 6.01.03** The T & B Consultant shall submit invoices in the Owner's required invoice format at attached hereto as Exhibit "2" and incorporated herein.

6.01.04 All submitted invoices shall have copies of referenced Scope of Work, ATP's and Notice to Proceed attached.

6.01.05 Payments are due and payable thirty (30) days from receipt of the T & B Consultant's invoice, provided it is in accord with the requirements of this Agreement.

The T & B Consultant shall submit a monthly M/WBE utilization report with the monthly request for payment, on forms provided by the owner.

6.01.06 **Payment for Supplemental Services/Reimbursables:** Payment for Supplemental Services and/or Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to services performed. When such services are authorized, the T & B Consultant shall submit for approval by the Director, a duly certified invoice, attaching to the invoice all supporting data for payments made to Sub-Consultants engaged on the project or task.

Payments are due and payable thirty (30) days from receipt of the T & B Consultant's invoice.

6.02 **Project Suspension:**

6.02.01 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the T & B Consultant shall be paid for services authorized by an Authorization to Proceed (ATP) which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 – INDEMNIFICATION CLAUSE

7.01 **Indemnification:**

7.01.01 To the fullest extent permitted by law, the T & B Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the T & B Consultant's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

7.01.02 In any and all claims against the Owner by any employee of the T & B Consultant, or anyone for whose acts the T & B Consultant may be liable, the obligations for T & B Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

the T & B Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.01.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the T & B Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The T & B Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The T & B Consultant further agrees to pay, at the sole expense of the T & B Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. At its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

7.01.04 The T & B Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the T & B Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 8 – INSURANCE

8.01 General Insurance Requirements

8.01.01 The T & B Consultant shall not start work under this Agreement until the T & B Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.01.02 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A-" rating and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.01.03 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.01.04 The T & B Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.01.05 The Certificates shall clearly indicate that the T & B Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the T & B Consultant. No material change or

cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

8.02 Insurance Required:

8.02.01 Automobile Liability Insurance: The T & B Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

8.02.02 Professional Liability (Errors and Omissions): The Project Consultant shall procure a Professional Liability Insurance Policy with coverage of not less than One Million (\$1,000,000) Dollars and a deductible of not more than ~~Ten~~ Twenty Five Thousand (\$~~1025~~25,000) Dollars, providing for all sums which the Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the services performed by the Project Consultant or any person employed or acting on the Project Consultant's behalf, but not limited to Sub-Consultants, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating five (5) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the Project Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project.

8.02.03 Worker's Compensation Insurance: The T & B Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

8.02.04 General Liability Insurance: The T & B Consultant shall maintain General Liability Insurance, including Contractual Liability, to cover the "Hold Harmless Agreement" indemnification language set forth herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Performance:

9.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the T & B Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

9.01.02 Term of Agreement: The term of this Agreement shall start upon the date of this Agreement and no new Project may be added to this Agreement more than three (3) years after the date of this Agreement, unless extended by one (1) year. The time for performance by the T & B Consultant for each individual Project pursuant to this Agreement shall be set forth in Exhibit 4 hereto which is incorporated by reference.

9.01.03 Time for Performance: The T & B Consultant agrees to start all work hereunder upon receipt of Notice to Proceed issued by the Deputy Superintendent or his designee, as set forth on Exhibit 4 hereto, and to complete all work in a timely manner and in accordance with Exhibit 4. The T & B Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the T & B Consultant will be responsible for same.

9.01.04 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the T & B Consultant for additional or extra compensation. Under no circumstances shall the T & B Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.02 Termination of Agreement:

9.02.01 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

9.02.02 The T & B Consultant may terminate this Agreement only for a material breach of the Agreement and provide the T & B Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the T & B Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.02.03 Owner may terminate this Agreement for cause, “which shall include, but not be limited to, failure of T & B Consultant to comply with any of its material obligations under this Agreement. In such event, T & B Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of T & B Consultant’s failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.02.01 above, and the T & B Consultant’s sole compensation shall be compensation in accordance with that paragraph.

- 9.02.04** Whether or not this Agreement is so terminated, the T & B Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by T & B Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 9.02.05** **Annulment:** The T & B Consultant warrants that no one has been employed or retained other than an employee working solely for the T & B Consultant, to solicit or secure this Agreement; and that the T & B Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.
- 9.03** **T & B Consultant's Accounting Records and Right to Audit Provisions:** T & B Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.
- 9.03.01** For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to T & B Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found to be not in compliance with the provisions of this contract, shall be reimbursed to the owner.
- 9.03.02** Owner's agent or its authorized representative shall have access to the T & B Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.03.03** T & B Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some

or all of the related costs from amounts payable to the T & B Consultant pursuant to this Agreement.

9.03.04 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the T & B Consultant to the Owner in excess of ten (10%) percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the T & B Consultant.

9.04 Ownership of documents:

9.04.01 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The T & B Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the T & B Consultant.

9.04.02 In the event of the T & B Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.04.03 In the event Owner requests any such documents or materials referred to in this Article and T & B Consultant fails to provide same as requested by Owner, then T & B Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.04.04 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the T & B Consultant. The Owner will delete any title blocks or other marks identifying the originating T & B Consultant from any materials so distributed. The Owner will indemnify the T & B Consultant against any claims that result from the modification of data and disks by the Owner.

9.05 Electronic Media:

9.05.01 Where this Agreement or referenced provisions in the Contract require the T & B Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Exhibit 3 for Project No. ____ to this Agreement for Open End Services.

9.06 Attachments and References:

9.06.01 The following named exhibits are made an integral part of this Agreement and are incorporated by reference:

1. **Exhibit 1: SCOPE OF WORK:** A LIST OF SERVICES THAT MAY BE SELECTED FOR THE SCOPE OF WORK.
2. **Exhibit 2: T & B CONSULTANT'S INVOICE FORMAT:** THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE T & B CONSULTANT FOR INVOICING FOR BASIC AND SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:
 - A. T & B CONSULTANT'S INVOICE
 - B. T & B CONSULTANT'S REIMBURSABLE INVOICE
3. **Exhibit 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS:** THE OWNER'S STANDARD REQUIREMENTS FOR THE USE AND SUBMITTAL OF COMPUTER MEDIA.
4. **Exhibit 4: Authorization to Proceed (ATP) Form:** STANDARD FORMS WHICH WILL BE USED BY THE OWNER WHEN ISSUING AN ATP FOR PROJECT SPECIFIC INCREMENTS OF WORK (BASIC SERVICES) TO THE T & B CONSULTANT. THESE SAMPLE DOCUMENTS INCLUDE:
 - A. PROFESSIONAL SERVICES REQUIRED Page 1 of 3
 - B. PROJECT SCHEDULE Page 2 of 3
 - C. PROFESSIONAL FEES Page 3 of 3

9.07 Extent of Agreement:

- 9.07.01** This Agreement represents the entire and integrated agreement between the Owner and the T & B Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- 9.07.02** This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and T & B Consultant.
- 9.07.03** This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.
- 9.07.04** This Agreement shall be governed by the laws of the State of Florida. ~~In the event either party institutes litigation regarding or relating to this Agreement or for breach of any of its terms, then the prevailing party shall be entitled to recover its costs and reasonable attorney's fees for the litigation and all appeals. Said litigation shall have venue in Broward County, Florida.~~ The parties are encouraged to participate in mediation of any dispute before engaging in litigation.
- 9.08 Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under

this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.09 Prompt and Satisfactory Correction: The Owner, at its sole discretion, may direct the T & B Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 Successors and Assigns:

9.10.01 The performance of this Agreement shall not be delegated or assigned by the T & B Consultant without the written consent of the Owner.

9.10.02 The T & B Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 Certification and Disclosure

9.11.01 The T & B Consultant certifies, by entering this Agreement that neither it nor its principals is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

9.11.02 Where the T & B Consultant is unable to certify any of the statements in this certification, the Owner, at its sole option, may terminate this agreement for cause.

10.01 Non-Discrimination

10.01 Non-Discrimination - The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

10.02 Captions

10.02 Captions – The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

10.03 Authority

10.03 **Authority** – Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

10.04 Notice Provision

10.04 When any of the parties desire to give notice to the owner, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Calhoun, Deputy Superintendent
The School Board of Broward County, Florida
1700 S.W. 14th Court
Fort Lauderdale, FL 33312

PRSC:

With a Copy to:

10.05 Excess Funds

10.05 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

IN WITNESS WHEREOF, the School Board of Broward County, Florida has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said T & B Consultant has caused this Agreement to be executed by the undersigned and the seal of the T & B Consultant set hereto on the day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Superintendent of Schools
Franklin L. Till, Jr.

Chairperson
~~Darla L. Carter~~Dr. Robert D. Parks

Approved:

School Board Attorney

**WHEN THE PROJECT CONSULTANT IS A CORPORATION OR PROFESSIONAL
ASSOCIATION**

(ATTEST)

(Type Name of Firm Here)
Legal Name of Corporation

Secretary, (Type Name Here)

By: _____
(Type Name Here)
Its President

(Corporate Seal)

(Type Registration Number Here)
Project Consultant's Registration Number

WHEN THE PROJECT CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

(ATTEST)

Legal Name of Individual or Partnership

Witness (Type Name Here)

By: _____
Signature (Type Name Here)

Witness (Type Name Here)

Project Consultant's Registration Number

WHEN THE PROJECT CONSULTANT IS A JOINT VENTURE

(Corporate Seal)

(Corporate Seal)

Firm's Legal Name

Firm's Legal Name

By: _____

By: _____

Project Consultant's Registration Number

Project Consultant's Registration Number

(ATTEST)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ of _____, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary’s Commission No.

The School Board of Broward County, Florida

Professional Services Agreement for Open End Services with Test & Balance Consultants

Exhibit 1: Scope of Work

1.01 Basic Services

- 1.01.01 The services listed below form a menu from which the Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.01.02 The listed services below shall not limit those activities or services which may be requested by the Owner.

2.01 Basic Services By Project Phase

- 2.01.01 The Test & Balance Consultant agrees to: (A) Provide complete professional Test & Balance, engineering and/or other professional services set forth in the phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those services in accordance with the Owner's project schedule (Schedule B as attached to an Owner issued ATP) and (C) Participate in the Owner's programs of Value Engineering, Constructability Reviews, Building Commissioning, Partnering, and other additional basic services as provided elsewhere in this document and/or the Professional Services Agreement.
- 2.01.02 The Test & Balance Consultant, when requested by the Owner, shall attend a bi-weekly project review meeting with representatives of the Owner and a project's design team throughout Phases I through IV of a Project. At each of these meetings, the Test & Balance Consultant and Owner shall review the Project's budget, schedule, and scope along with the Test & Balance Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Test & Balance Consultant shall attend weekly meetings during Phase V (Construction) as requested by the Owner and as required elsewhere in the agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Test & Balance Consultant shall provide drawings, reports and other documents sufficient to illustrate progress and the issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.
- 2.01.03 The Test & Balance Consultant's services shall conform to Owner's specifications, including but not limited to: Owner's Design and Materials Standards Manuals, and Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern.

- 2.01.04 The Test & Balance Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents and in no case shall the Test & Balance Consultant give unilateral instruction to either design consultants, subconsultants, contractors or subcontractors working on the Owner's behalf.
- 2.01.05 The Test & Balance Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner, and attending meetings, where the content of design and construction contract documents as related to Test and Balance activities will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Test & Balance Consultant shall implement same, including providing documents as necessary, as a part of Basic Services.

2.02 Phase I - Programming And Schematic Design

- 2.02.01 The T & B Consultant shall confer with representatives of the Director of Facilities to review:
- A) The building project's Program (which generally consists 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), and
 - B) The applicable Schematic Design Studies submitted by the Project Consultant (one line diagrams and descriptions of mechanical systems proposed for use on the project).
- 2.02.02 The T & B Consultant shall prepare and present to the Project Manager two copies of his Preliminary Test and Balance Recommendations Report which will detail the T & B Consultant's recommendations for further development of project documents relating to final balance of the proposed HVAC system only. Adopted recommendations will be forwarded by the Project Manager to the Project Consultant along with the Project Consultant's design review comments.
- 2.02.03 If the project needs are so unique that a special analysis of the requirements is necessary to assist the Owner in establishing a more detailed program of test and balance recommendations, such services may be authorized as Additional Services.
- 2.02.04 The T & B Consultant shall not proceed with the next Phase until an Authorization to Proceed with the next phase has been issued by the Project Manager.

2.03 Phase II - Design Development

- 2.03.01 The T & B Consultant shall confer with representatives of the Director of Facilities to review the building project's Phase II documents (which generally consist of drawings, outline specifications and other documents to delineate and describe the size and character of the entire Project, particularly in regard to HVAC systems and other items incidental thereto).
- 2.03.02 The T & B Consultant shall conduct a "50% Plan Review" on documents delineating all work (new construction, renovation or remodeling of existing facilities, or corrective mechanical work) related to the building construction project. This plan review shall identify items which would cause problems in obtaining the final balance conditions as required by the design. The review shall include but will not be limited to: finding overlooked or missing items; elimination of items which may not be required; mechanical items which in past experience of the Test and Balance Consultant have caused problems due to malfunctions or erroneous data; duct work which would prevent proper distribution; placement of air distribution outlets, locations of testing points, identification of potential humidity control problems, and similar test and balance issues.
- 2.03.03 The T & B Consultant shall prepare and present to the Project Manager two updated copies of his Preliminary Test and Balance Recommendations Report which will detail the T & B Consultant's recommendations for further development of project documents relating to final balance of the proposed HVAC system only. Adopted recommendations will be forwarded by the Project Manager to the Project Consultant along with the Project Consultant's design review comments. Direct contact with the Project Consultant or his consulting mechanical subconsultant regarding recommendations shall be avoided. The report will be followed by a conference, if requested by the Project Consultant and approved by Project Manager.
- 2.03.04 If the project needs are so unique that a special analysis of the requirements is necessary to assist the Owner in establishing a more detailed program of test and balance recommendations, such services may be authorized as Additional Services.
- 2.03.05 The T & B Consultant shall not proceed with the next Phase until an Authorization to Proceed with the next phase has been issued by the Project Manager.

2.04 Phase III 50% - Construction Documents Development

- 2.04.01 The T & B Consultant shall confer with representatives of the Director of Facilities to review the building project's Phase III documents (which generally consist of progress drawings, specifications and other documents to delineate and describe the size and character of the entire Project, particularly in regard to HVAC systems and other items incidental thereto).

- 2.04.02 The T & B Consultant shall conduct a "Pre-construction Plan Review" on documents delineating all work (new construction, renovation or remodeling of existing facilities, or corrective mechanical work) related to the building construction project. This plan review shall identify items which cause problems in obtaining the final balance conditions as required by the design. The review will include but will not be limited to: finding overlooked or missing items; elimination of items which may not be required; mechanical items which in past experience of the Test and Balance Consultant have caused problems due to malfunctions or erroneous data; duct work which would prevent proper distribution; placement of air distribution outlets, locations of testing points, identification of potential humidity control problems, and similar test and balance issues. The T & B Consultant shall also review and provide directions concerning the Project Consultant's edited specification section 15995, Start-up and Certification of Air, Water, and Control Systems (which the Project Consultant will have based upon guide specification documents provided to him by the Facilities Division).
- 2.04.03 The T & B Consultant shall prepare and present to the Project Manager two updated copies of his Preliminary Test and Balance Recommendations Report which will detail the T & B Consultant's recommendations for further development of project documents relating to final balance of the proposed HVAC system only. Adopted recommendations will be forwarded to the Project Consultant along with the Project Consultant's design review comments. Direct contact with the Project Consultant or his consulting mechanical subconsultant regarding recommendations shall be avoided. The report will be followed by a conference, if requested by the Project Consultant and approved by Project Manager.
- 2.04.04 If the project needs are so unique that a special analysis of the requirements is necessary to assist the Owner in establishing a more detailed program or test and balance recommendations, such services may be authorized as Additional Services.
- 2.04.05 The T & B Consultant shall not proceed with the next Phase until an Authorization to Proceed with the next phase has been issued by the Project Manager.

2.05 Phase III 100% - Construction Documents Development

- 2.05.01 The T & B Consultant shall confer with representatives of the Director of Facilities to review the building project's Phase II documents (which generally consist of finalized construction contract documents including drawings, specifications and other documents to delineate and describe the size and character of the entire Project, particularly in regard to HVAC systems and other items incidental thereto).
- 2.05.02 The T & B Consultant shall conduct a "Pre-construction Plan Review" on documents delineating all work (new construction, renovation or remodeling of existing facilities, or corrective mechanical work) related to the building construction project. This plan review shall identify items which cause problems in obtaining the final balance conditions as required by the design. The review will

include but will not be limited to: finding overlooked or missing items; elimination of items which may not be required; mechanical items which in past experience of the Test and Balance Consultant have caused problems due to malfunctions or erroneous data; duct work which would prevent proper distribution; placement of air distribution outlets, locations of testing points, identification of potential humidity control problems, and similar test and balance issues. The T & B Consultant shall also review and provide directions concerning the final preparation of the Project Consultant's specification section 15995, Start-up and Certification of Air, Water, and Control Systems (which the Project Consultant will have based upon guide specification documents provided to him by the Facilities Division).

- 2.05.03 The T & B Consultant shall prepare and present to the Project Manager two updated copies of his Preliminary Test and Balance Recommendations Report which will detail the T & B Consultant's recommendations for further development of project documents relating to final balance of the proposed HVAC system only. Adopted recommendations will be forwarded to the Project Consultant along with the Project Consultant's design review comments. Direct contact with the Project Consultant or his consulting mechanical subconsultant regarding recommendations shall be avoided. The report will be followed by a conference, if requested by the Project Consultant and approved by Project Manager.
- 2.05.04 If the project needs are so unique that a special analysis of the requirements is necessary to assist the Owner in establishing a more detailed program or test and balance recommendations, such services may be authorized as Additional Services.
- 2.05.05 The T & B Consultant shall not proceed with the next Phase until an Authorization to Proceed with the next phase has been issued by the Project Manager.

2.06 Phase IV - Bidding And Award Of Contract

2.06.01 Addenda Review:

- A) The T & B Consultant shall confer with representatives of the Director of Facilities to review addenda prepared during the course of bidding the respective building project, and
- B) Shall prepare and present to the Project Manager two copies of his recommendations concerning the addenda relating to final balance of the proposed HVAC system only. Adopted recommendations will be forwarded to the Project Consultant for his action.

2.07 Phase V - Construction Observation

- 2.07.01 The T & B Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have authority to act on behalf of the Owner to the extent provided below.
- 2.07.02 The Construction Phase of a building project will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, the T & B Consultant shall provide periodic observations of the Work as it advances by visiting the job not less than once monthly and making general observations of the work being installed. The T & B Consultant's site visits shall continue up to the Contractor's submittal of his HVAC systems Certification Report.
- 2.07.03 The T& B Consultant shall maintain a check list during these site visits which will include all items of installation of HVAC systems and upon which discrepancies shall be noted. Checklists prepared during succeeding site visits will list corrections made to previously noted deficiencies.
- 2.07.04 The T & B Consultant shall prepare and present to the Project Manager two copies of his site observations in the form of a written field report (including attached copies of the T & B Consultant's Checklists) which will detail any discrepancies noted as far as equipment, installation, or anticipated performance of HVAC systems and the T & B Consultant's recommendations for resolution of problems relating to final balance of the proposed HVAC system. Copies of the T & B Consultant's Field Reports will be forwarded to the Project Consultant for his information and action. Direct contact with the Project Consultant or his consulting mechanical subconsultant regarding recommendations shall be avoided. Important issues revealed by the T & B Consultant's field reports will be followed by a conference as approved by Project Manager.
- 2.07.05 The T & B Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the T & B Consultant be held responsible for the Contractor's or Subcontractors', or any of their agents or employees, failure to perform the Work in accordance with the Contract Documents.
- 2.07.06 The T & B Consultant's field reports may recommend to the Project Manager:
- A) Rejection of Work which does not conform to the Contract Documents,
 - B) Special inspection or testing of any Work deemed to be not in accordance with the Contract (whether or not such Work has been fabricated and delivered to the Project, or installed and completed), and
 - C) Other action necessary to ensure an operable HVAC system capable of meeting the tolerances specified in the building project's construction contract documents.

- 2.07.07 In no case shall the T & B Consultant act unilaterally to stop or delay any portion of the Work, or cause any interference on site with the progress of the Contractor and those acting on his behalf. Any recommendation to stop or delay the Work shall be made only to the Project Manager.
- 2.07.08 The T & B Consultant shall promptly review shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents as related to balancing the HVAC systems only. The T & B Consultant may make recommendations for Changes or substitutions to the Contract Documents to the Project Manager, but shall take no action to initiate such changes unilaterally.
- 2.07.09 The T & B Consultant shall review Change Orders related to HVAC system as requested by the Owner; and review and make recommendations to the Project Manager concerning the Owner's actions regarding any proposed Change Orders which will effect the project's HVAC system's construction, performance, and maintenance.
- 2.07.10 The T & B Consultant shall observe the Contractor's execution of testing of HVAC and other building systems as may be required by the Contractor's construction contract. These tests may include static pressure duct testing, piping leak tests, sound level readings, and other types of HVAC related tests. The T & B Consultant shall issue a field report to the Project Manager and the Project Consultant concerning observed testing, including any recommendations concerning the conduct and result of the observed testing, in accordance with subparagraph (D) above.

2.08 Phase V - Final System Test And Balance

- 2.08.01 The Contractor will submit his HVAC system Certification Report to the Project Manager through the Project Consultant. Upon receipt of this report, the Project Manager will issue an MATP to the T & B Consultant for verification of the Contractor's Certification Report and final system testing and balancing if required by a specific MATP. The T & B Consultant's services during this phase shall include:
- A) Verification of Contractor's Test and Balance Certification Report: The T & B Consultant shall verify the test results and system performance indicated in the Contractor's Test and Balance Certification Report. The T & B Consultant shall verify 100% of the data delineating system performance and testing as presented within the Contractors' Test and Balance Certification Report and as specified within Section 15995, "Start-up and Certification of Air, Water, and Control Systems," included as part of the Project Manual governing the Contractor's performance on respective School Board of Broward County projects.
- 1) The T & B Consultant shall prepare and present to the Project Manager two updated copies of his Final Test and Balance Recommendations Report which will detail the T & B Consultant's findings and recommendations concerning his verification of the Contractors' Test and Balance Certification Report.

Adopted recommendations will be forwarded to the Project Consultant for his direction of the Contractor to complete remedial tasks. Direct contact with the Project Consultant or his consulting mechanical subconsultant regarding recommendations shall be avoided. The report will be followed by a conference, if requested by the Project Consultant and approved by Project Manager.

- 2) Upon the Contractor's completion of required remedial action and receipt of the Contractor's updated and corrected Test and Balance Certification Report, the T & B Consultant shall verify that 100% of required remedial actions have been implemented by the Contractor and that the HVAC systems in total meet the performance requirements of the original project construction contract documents as well as coincide with the representations made in the Contractor's updated certification report. The T & B Consultant shall prepare and present to the Project Manager two updated copies of his Final Test and Balance Recommendations Report which will detail the T & B Consultant's findings and recommendations concerning his verification of the Contractors' corrected Test and Balance Certification Report.
 - 3) If new or persisting discrepancies in HVAC system performance are found during the T & B Consultant's verification of the Contractor's corrected Certification Report, the T & B Consultant shall note these discrepancies and his recommendations for corrective action. The Project Manager will instruct the T & B Consultant concerning the T & B Consultant's subsequent activities by means of a supplemental MATP.
- B) "Air Distribution Test and Balance," as authorized by a specific MATP, shall include balancing of the air conditioning, ventilating and exhaust systems to achieve the air quantity specified at each inlet and outlet. For new construction or renovation and remodeling the T & B Consultant shall perform the following tests and adjustments in balancing the air distribution systems.
- 1) Test and record fan RPM to design requirements.
 - 2) Test and record motor running amperage for each phase.
 - 3) Make pitot tube traverse at main supply ducts and obtain design CFM at fans.
 - 4) Test and record system static pressures, suction and discharge.
 - 5) Test and adjust system for design recirculated air, CFM.
 - 6) Test and adjust system for design outside air, CFM.
 - 7) Test and record entering air temperatures. (Dry bulb for heating and cooling).
 - 8) Adjust all main supply and return air ducts to proper design CFM.
 - 9) Adjust all zones to proper design CFM, supply and return.

- 10) Test and adjust each diffuser, grille and register to within plus or minus 10% of design requirements if possible. If not possible, balance to optimum performance capabilities of system and inform project architect.
 - 11) In cooperation with the control manufacturer's representatives, setting adjustments of automatically operated dampers to operate as specified, indicated and/or noted. The T & B Consultant shall check all controls for proper calibrations and list all controls requiring adjustment.
 - 12) All diffusers, grilles and registers shall be adjusted to minimize drafts in all areas.
 - 13) Fume hood fans shall be adjusted to CFM requirements specified. Test of fume hood enclosures shall be made to determine velocities across opening in accordance with applicable safety codes. For existing systems or corrective mechanical work, the Test and Balance Consultant shall perform the services required above in response to a specific MATP from the Facilities Project Manager.
 - 14) Test all installed smoke detectors by measuring the air differential pressure according to the smoke detector manufacturer's recommended test procedures. Report manufacturer's recommended minimum and maximum pressures and the actual differential pressure readings.
 - 15) Measure and report, after the completion of final test and balance, the dry bulb and relative humidity readings in a minimum of 25 percent of the occupied spaces for each of the air conditioning systems installed/operating within the facility.
 - 16) Perform capacity test during the appropriate season under full load conditions as required by SREF.
- C) "Hydronic Systems Test and Balance" for New Construction, renovation or remodeling shall include balancing of condenser, chilled and heating hot water circulating systems to obtain water qualities and temperature differentials through all system components. The T & B Consultant shall perform the following tests and adjustments in balancing the hydronic systems.
- 1) Test and record pump head, full flow and no flow.
 - 2) Record pump motor, running amps., volts and brake horsepower.
 - 3) Compare pumps operating head and brake horsepower with pump curve flow verifications.
 - 4) Test and record flow station pressure drop in corresponding GPM.
 - 5) Test and record chiller and condenser pressure drops, and entering and leaving dry bulb temperature.

- 6) Test and record terminal elements final total heat transfer.
- 7) List water metering device readings. For existing systems or corrective mechanical work, the Test and Balance Consultant shall perform the services required above in response to a specific MATP from the Facilities Project Manager.
- D) "Perform Final Calibration of Air Distribution System and Checkout of Building Automation and Temperature Control System" shall be the same as "Air Distribution Test and Balance" except recording size, type and manufacturer of diffusers, grilles, etc. is not required. The operation and calibration of each component in the temperature control system shall be verified as well as the applicable portions of the building automation system that controls the system under test.
- E) "Sound Analysis": In response to specific MATP direction only, the T & B Consultant shall conduct tests in selected areas of the buildings as specified using approved instruments. Sound level readings shall be measured in decibels on the A and C scales in accordance with ANSI S 1-4 Specifications for General Purpose Sound Level Meters; S 1-1 1 specification for Octave, Half-Octave, and Third Octave Bank Filter Sets. The system increase over the background level shall be recorded. If sound levels are above those specified, adjustments shall be made to bring the sound level within the range set forth. If this cannot be done with the equipment installed, recommendations shall be made to correct the sound level to within specified range. Sound level readings in decibels shall be taken at each diffuser, grille and register in occupied areas. Sound measures shall be measured approximately five feet above the floor on a line approximately 45 degrees to the center of the diffuser.
- F) "Smoke Evacuation Testing and Certification": For applicable projects, in response to specific MATP the T & B Consultant shall perform all services necessary under preconstruction plan review, periodic site inspection during construction, air distribution test and balance and final calibration, check out of building, automation, temperature control and smoke evacuation system as required to provide complete operational testing of the smoke evacuation system. This shall include, but not be limited to, the testing of respective subsystems, comparing the test results to the design parameters, initiating or supervising any corrective action required as directed by the supervising architect or engineer of record, verification and testing of the "logic" of the smoke control system, and certified performance test of the system. This operational testing shall conclude with a certification furnished to the School Board of Broward County, Florida that the system tested meets all of the requirements of the applicable codes and performance criteria, and acceptance by the system design engineer of record and any other applicable agency.
- G) "Instruction of Operation Personnel" shall occur upon completion of the testing and balancing of all systems. The Test and Balance Consultant shall provide up to twelve (12) hours of operating and maintenance instruction to the School Board of

Broward County, Florida's personnel for all heating, ventilating and air conditioning systems and equipment. Instructions shall be based on the operating and maintenance manuals provided by the Contractor. This service shall be provided on all new construction projects as part of the new construction scope of work. It shall also be provided, as requested by specific MATP on any other type of work.

- H) "Major Component Performance Analysis" shall include a comprehensive test and evaluation of central chilled water plant components to determine if the equipment is operating efficiently and as designed. The analysis shall determine the complete thermal cycle of the plant, and shall include but not be limited to the chiller, cooling tower, and pumps. This testing shall be in response to a specific MATP.
- I) Corrective Mechanical Work. In response to specific MATP's, the Test and Balance Consultant shall test, modify, calibrate, or replace existing building automation and temperature control systems. He shall also provide any corrective action required to restore an existing HVAC system to its original design parameters or new parameters that have resulted from changes in school programs. He shall study and propose solutions to indoor air quality problems such as "sick building syndrome". This may include conducting air sampling tests as directed by the Facilities Division or other agencies or published standards. When requested, the T & B Consultant shall have the ability to provide test certification of components or systems to applicable ASHRAE or other standards as required. He shall perform vibration analysis on existing rotating equipment and offer suggestions for corrective action if required.
- J) The T & B Consultant shall be present at the Substantial Completion Inspection of the Project and shall, prior to occupancy by the Owner, recommend final acceptance of the HVAC systems after first ascertaining that the Project is substantially completed in accordance with the contract requirements. The T & B Consultant shall assist in preparing a punch list of any defects and discrepancies in the Work required to be corrected by the Contractor in conjunction with representatives of the School Board of Broward County, Florida, the Project Consultant, and his subconsultants.
- K) The T & B Consultant shall assist the Contractor and the Project Consultant with the preparation of Project Record Documents by providing information concerning the final adjustment, balancing, and correction of HVAC systems.
- L) Provide final Test and Balance Report indicating:
 - 1) Instrumentation and Calibration Dates
 - 2) All project correspondence.
 - 3) Approved equipment submittals.
 - 4) Equipment test data.

- 5) Air distribution schedules.
- 6) Noted design and/or construction deficiencies and corrective measures incorporated.
- 7) Other recommendations concerning system optimization and maintenance.

2.08 Phase VI - Warranty Administration

2.08.01 For one year following substantial completion of the construction project, the Test & Balance Consultant shall assist Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

3.01 Other Basic Services:

3.01.01 The Test & Balance Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to the Test & Balance Consultant's services.

3.01.02 The services listed below are other general types of Basic Services which the Owner may authorize:

- A. Providing special analyses of the Owner's needs, and special detailed requirements for a project.
- B. Providing financial feasibility, life cycle costing, or other special studies.
- C. Providing planning surveys, site and facilities evaluations, or comparative studies of prospective sites and/or facilities.
- D. Providing services relative to future facilities, systems and equipment which are not intended to be constructed as part of a specific project.
- E. Providing investigations and detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the Owner.
- F. Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

- G. Providing consultation concerning replacement of any work damaged or built inconsistent with the Construction Contract Documents, providing the cause is found by the Owner to be other than by fault of the T & B Consultant.
- H. Providing services to make measured drawings or other as-built documentation of a facility's existing mechanical and related systems.
- I. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- J. Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any Contractor.
- K. Assisting the Owner and/or Project Consultant with the preparation of change orders and related documents required by changes (whether increases or decreases) in the scope of the project.
- L. Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- M. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- N. Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the contractor except those services that are a result of errors, omissions. or conflicts in documents prepared by the Test & Balance Consultant.
- O. Reviewing extensive claims by the Contractor or others relating to the Project. (However, there shall be no additional charges to Owner from Test & Balance Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Test & Balance Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.)
- P. Serving in the capacity of the Owner's Commissioning Authority.
- Q. Providing any additional or special professional services as may be required for the project not provided elsewhere in this document or the Test & Balance Consultant's Professional Services Agreement.
- R. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted test and balance services related directly to construction.

4.01 Building Commissioning

- 4.01.01 The Owner may appoint, employ, and pay for services of an independent Commissioning Authority to assist with review of documents produced by the Test & Balance Consultant, make recommendations concerning design optimization, prepare commissioning plans for the Project, observe, verify and document construction, conduct system pre-functional and functional performance tests, conduct enhanced training and demonstration, and perform other services related to the building envelope, HVAC systems, plumbing systems, fire sprinkler systems, electrical systems (including power, intercom, telecommunications, instructional television, fire alarm, and computer networking) and elevator systems in accordance with the Contract Documents.
- 4.01.02 The Test & Balance Consultant and Sub-Consultants shall cooperate with and facilitate the activities of the Commissioning Authority and be responsible for:
- (A) Fully participating in the Owner's program of total building commissioning.
 - (B) Assisting in the preparation of a Statement of Design Intent with the assistance of the Commissioning Authority and Owner.
 - (C) Providing copies of submittals prepared for Phases I through III of the Test & Balance Consultant's Basic Services as necessary to facilitate the Commissioning Authorities development of a Commissioning Plan.
 - (D) Ensuring the coordination and incorporation of Commissioning related requirements into the eventual bidding documents prepared (and/or contributed to) by the Test & Balance Consultant for a Project.
 - (E) Facilitating and assisting in the Commissioning Authority's communications to the Contractor.
 - (F) Participating where required in pre-functional and functional performance testing of the systems, assemblies, equipment and products specified within the Contract Documents.
 - (G) Providing information as necessary for the Commissioning Authority's documentation of installed systems, assemblies, equipment and products.
 - (H) Suggesting alternative solutions to those items provided in accordance with the specified design criteria that fail to meet performance criteria required by the Contract Documents.
 - (I) Ensuring coordination of records provided by the Contractor as Project Record Documents and those produced by the Commissioning Authority within the Commissioning Final Report.

5.01 Value Engineering And Constructability

- 5.01.01 The Owner may with its own staff or an independent consultant, conduct value engineering reviews during the schematic design and design development phases and constructability reviews of the project during the construction documents phase.
- 5.01.02 The Test & Balance Consultant and Sub-Consultants shall cooperate with and facilitate the activities of the Owner's value engineering and constructability review programs and be responsible for:
- (A) Fully participating in the Owner's programs of value engineering and constructability.
 - (B) Providing copies of submittals prepared for Phases I through III of the Test & Balance Consultant's Basic Services as necessary to facilitate the value engineering and constructability reviews for a Project.
 - (C) Ensuring the coordination and incorporation of value engineering and constructability related requirements into the eventual bidding documents prepared (and/or contributed to) by the Test & Balance Consultant for this Project.
 - (D) Suggesting alternative solutions to programmatic, aesthetic, technical and construction issues arising from the value engineering and constructability reviews.

6.01 Partnering

- 6.01.01 The Owner may elect to initiate a "partnering" process during any of the project phases. The Test & Balance Consultant shall attend facilitated partnering sessions and any regularly scheduled partnering meetings during the course of the Project and shall participate in project related activities associated with the Partnering process at no additional expense to the Owner.

**PROFESSIONAL SERVICES AGREEMENT
FOR OPEN END SERVICES**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND xxxxxxxxxxxxxxxxxxxxxxxx
FOR
PROFESSIONAL SERVICES (PLAN REVIEW SERVICES)**

THIS AGREEMENT, made this _____ day of _____ in the year two thousand and two, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “**Owner**” or “**Board**”) and xxxxxxxxxxxxxxxxxxxxxxxx (hereinafter called “**Plan Review Services Consultant**” or “**PRSC**”) for various projects.

It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the PRSC on various projects. Rather than enter into separate agreements each time that is required, the Owner and PRSC shall enter into this Agreement. The terms and conditions of this Agreement shall govern the provision of services for each of the individual projects assigned to the PRSC. Attached as Exhibit “1” to this Agreement is a general “Scope of Work” consisting of Basic and Supplemental Services. For each project, some or all of these Basic and Supplemental Services may be part of the Scope of Work for that particular project. In addition, other services may be required. The Owner will assign increments of Work to the PRSC via an Authorization to Proceed (“ATP”) (Exhibit 4) which will be completed for each project or service to which the PRSC is assigned. Each ATP, which includes forms for the professional services required, project schedule and professional fees, shall be

completed by the Owner and PRSC evidencing the services, fees, time, etc: for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the PRSC will be identified by the Owner's assigned project numbers. The term of this Open End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to the PRSC for all projects pursuant to this Agreement may not exceed One Million (\$1,000,000.00) Dollars. The Agreement may be extended by one year and/or Three Hundred Thousand (\$300,000) Dollars. The Owner and PRSC agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 Authorization to Proceed:** A document in the form attached as Exhibit 4 issued by the Owner to the PRSC authorizing the performance of specific professional services.
- 1.02 Basic Services:** Those architectural, engineering and other professional services are referred to in 2.01 below.
- 1.03 Project Scope:** The activities necessary to respond to the Owner's requirements for the Project.
- 1.04 The Contract:** The Contract as used herein refers to this Agreement and any schedules or exhibits attached hereto which are incorporated by reference.
- 1.05 The Facilities and Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the PRSC and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.06 Project Manager:** An employee of the Owner who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- 1.07 Inspector :** An inspector (See also 1.10) employed by The School Board of Broward County, Florida, assigned by the Executive Director for Compliance and Contracts to assist in the inspection of the Project as a direct representative of the Owner during Phase V (Construction).

- 1.08 **The Project:**** The design, demolition, construction, remodeling, renovation, alteration and/or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.09 **Sub-Consultant:**** A person or organization of properly registered and licensed professional architects, engineers, or other design professionals who have entered an agreement with the PRSC to provide professional services for the Project.
- 1.10 **Building Code Inspector (BCI):**** Employees of The School Board of Broward County, Florida, and others designated by the Compliance and Contracts Division who are certified as an inspector by the Florida Department of Business and Professional Regulation or as a UBCI until March 1, 2003 as certified by FDOE. Inspectors/UBCI's may provide construction inspection for code compliance and report non-compliant work to the Building Department, Project Manager, General Contractor, and Project Consultant.
- 1.11 **Project Consultant (A/E:Architect/Engineer of Record):**** The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of design, bidding and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.
- 1.12 **The Deputy Superintendent of Facilities and Construction Management:**** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement. Referred to hereinafter as the Deputy Superintendent.
- 1.13 **The Executive Director, Compliance and Contracts:**** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the code compliance of projects authorized under this Agreement.
- 1.14 **The Chief Building Official:**** An employee of The School Board of Broward County, Florida, designated by the Executive Director, Compliance and Contracts, who has the authority and responsibility for oversight and management of the code compliance of projects authorized under this Agreement.
- 1.15 **Director, Design Support Services:**** An employee of The School Board of Broward County, Florida, designated by the Deputy Superintendent, who has the authority and responsibility for oversight and management of the compliance of projects authorized under this Agreement to State and District Standards.

See additional definitions contained in Exhibit "1", Article I, attached hereto.

ARTICLE 2 - PRSC SERVICES AND RESPONSIBILITIES

2.01 Basic Services: The Basic Services are those set forth in the Professional Services Required form attached under Exhibit 4 hereto and incorporated by reference. It should be noted that the Basic Services may be some or all of those services listed on Exhibit "1" to this Agreement, or other services designated by Owner.

2.02 Standard of Care and Representations:

2.02.01 Standard of Care: The Owner's engagement of the PRSC is based upon the PRSC's representations to the Owner that: (A) it is an organization of experienced design professionals, registered and licensed to do business in The State of Florida; (B) it is qualified, willing and able to perform architect and engineer Plan Review Services for the Project; and that (C) it has the expertise, past experience and ability to provide services which will meet the Owner's objectives and requirements.

2.02.02 As to all services provided pursuant to this Agreement, the PRSC shall furnish services by experienced personnel under the supervision of professionals licensed in The State of Florida, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms architects and engineers in The State of in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The PRSC shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.02.03 As to any and all drawings, plans, specifications or other documents or materials reviewed, provided or prepared by the PRSC or its Sub-Consultants, the PRSC agrees same: (A) are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements for the Project; (B) meet the Owner's stated aesthetic, functional and operational objectives; (C) are sufficiently fit and proper for the purposes intended; (D) comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to or govern the Project. Owner's approval, acceptance or use of or payment for all or any part of PRSC's services hereunder or of the Project itself shall in no way alter the PRSC's obligations or Owner's rights hereunder.

2.02.04 All professional design services and associated products or instruments of those services reviewed, prepared or provided by the PRSC shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, the current Florida Department of Education's State

Requirements for Educational Facilities, (“SREF”), Florida Building Code, Florida Fire Prevention Code,, Americans with Disabilities Act (“ADA”) and all referenced codes and standards; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner serving as the interpreter of the intent and meaning of SREF, Florida Building Code, Florida Fire Prevention Code,, or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party. Include all Plan Review Services normally required for a project of this type as listed in the project scope.

- 2.02.05** The PRSC’s services and review of documents shall conform to Owner’s specifications, including but not limited to, Owner’s Design and Materials Standards Manuals, and Owner’s Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.
- 2.02.06** In the event that the PRSC believes that any aspect of the Project is not achievable, the PRSC shall immediately notify the Owner, in writing, as to the reasons it is not achievable immediately upon discovery.
- 2.02.07** The PRSC shall warrant on behalf of itself and all Subconsultants and/or others whom it may hire or retain on this Project that each is Y2K compliant and that PRSC shall be responsible for any damages, delays or claims of any kind whatsoever in the event that it or any others it hires or retains are not Y2K compliant.
- 2.02.08** By performing PRSC services, providing reviews and approvals, making recommendations, etc. as described above, the PRSC shall not be acting in a manner to assume the A/E’s contractual responsibility and professional liability, in whole or in part, for any design or contract documents prepared by the A/E.

ARTICLE 3 - SUB-CONSULTANTS

3.01 Sub-Consultants’ Relations

- 3.01.01** All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the PRSC and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the PRSC under this Agreement. All such Agreements shall provide that the PRSC may assign or transfer to Owner any and all claims or causes of action which the PRSC has or may have against Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.

3.01.02 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the PRSC is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, require the PRSC to assign or transfer to Owner any claims or causes of action which PRSC has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the PRSC shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the PRSC to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the PRSC harmless from any claim or cause of action brought by a Sub-Consultant against the PRSC directly related to the claim or cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.02 Proposed Sub-Consultants:

3.02.01 The PRSC proposes to utilize the following Sub-Consultants for all Projects pursuant to this Agreement: (include Certified Fire Plan Reviewer)

3.02.02 The PRSC shall not change any Sub-Consultant without prior approval by the Owner.

3.02.03 The PRSC, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and internet (or other internet email service provider) email addresses.

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01 Information, Documents and Services Furnished: The Owner shall consult with the PRSC and provide such information regarding requirements for the Project as is reasonable to accomplish the services requested.

4.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the PRSC's use are deemed by the PRSC as inappropriate, inaccurate, or otherwise unreasonable, the PRSC shall notify the Owner of its opinion immediately upon discovery of same. Failure of the PRSC to so notify the Owner shall result in the PRSC'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.

4.03 Project Management:

4.03.01 The Deputy Superintendent or his designee shall act on behalf of the Owner in all matters pertaining to this Agreement through Phase III 50% plan review, and shall approve all Authorizations To Proceed to the PRSC and all invoices for payment to the PRSC. The Executive Director or his designee shall act on behalf of the Owner in all matters pertaining to this Agreement commencing after Phase III 50% plan review.

4.03.02 Approval of Documents: Owner's approval of or comments on any of the documents submitted to Owner by the PRSC shall not be deemed the approval of or by any other governmental authority having jurisdiction over the Project, and the PRSC acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by the PRSC. Subject to Article 2 and 5.02.02 hereof, such modifications shall be made at no cost to Owner.

4.03.03 Non-Conforming Work: If the Owner becomes aware of any non-conformance with applicable codes and industry standards during the development of design or construction documents, or during construction, the Owner will give prompt notice to the PRSC. Whether the Owner observes the oversight or not, it is the PRSC's responsibility to determine whether said design or construction documents are unbuildable or not in compliance with applicable codes and industry standards. If the PRSC determines that the design or construction documents are of such condition, the PRSC will promptly notify the Owner in writing and make recommendations to the Owner concerning correction of the documents. Final determination of whether the documents are in compliance with the Owner's standards will be determined by the Owner.

ARTICLE 5 - BASIS OF COMPENSATION

5.01 Professional Service Fees:

5.01.01 The Owner agrees to pay the PRSC, and the PRSC agrees to accept for services rendered pursuant to this Agreement, a fee as set forth in the Professional Fees Form under Exhibit 4 attached hereto and incorporated by reference.

5.02 Basic Fee:

5.02.01 The Basic Fee listed above (hereinafter called the “Basic Fee”) is based on the scope of services for a project of this scope, size and complexity.

5.02.02 If the Owner authorizes a significant increase or decrease in the scope, size or complexity of the Project, the Basic Fee will be adjusted as mutually agreed upon, in writing, by Owner and PRSC.

5.03 Multiple of Direct Personnel Expense:

5.03.01 Where this Agreement or the Authorization To Proceed hereto indicates a fee computed on the basis of a Multiple of Direct Personnel Expense, such fee shall be a multiple of 2.25 times the Direct Personnel Expense as defined in Article 5.05, not to exceed One Hundred Twenty-Five (\$125.00) Dollars per hour by either Principals and One Hundred (\$100.00) Dollars per hour by other employees.

5.03.02 Personnel directly engaged on the Project by the PRSC may include architects, engineers, designers, job captains, draftsmen, and specification writers, engaged in consultation, research and design, production of drawings, specifications and related documents, and other services pertinent to the Project during all phases thereof.

5.03.03 Should overtime work be necessary for work compensated by this fee method, the PRSC’s authorization and compensation for such work shall be approved by the Deputy Superintendent, or Executive Director of Compliance and Contracts, in writing, and stated in the Authorization To Proceed (ATP) or other documents executed by Owner and PRSC.

5.04 Fee for Additive Alternates:

5.04.01 The review or design of additive alternates is included in the Basic Services when included in the scope of work..

5.04.02 Fees for the review or design of additive alternates will be negotiated when the additive alternate is not included in the original scope of work and must be authorized, in writing, by the Deputy Superintendent, or, Executive Director of Compliance and Contracts, or, designee..

5.05 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly 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, pensions and similar contributions and benefits, not to exceed 1.25 times the Raw Labor. Raw Labor is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project.

5.06 **Fees for Reimbursables:**

5.06.01 Reimbursables are those items preapproved, in writing, and authorized by the Owner in addition to the Basic Services and consist of actual expenditures made by the PRSC and the PRSC's employees and Sub-Consultants in the interest of the work.

5.06.02 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes), long distance communications (except for long distance charges for calls placed to the normal architectural, civil, structural, mechanical, electrical or landscape architectural Sub-Consultants living outside the PRSC's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the PRSC and check sets required by the Owner, data processing and photographic production techniques when used in connection with Supplemental Services, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.06.03 The Owner will reimburse the PRSC for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.06.04 Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees' time or travel and subsistence not directly related to the Project. For all Reimbursables, except those for professional liability insurance, the PRSC will apply the multiplier of one and five hundredths (1.05) times the amount expended by the PRSC. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.

5.07 **Fees for Supplemental Services**

5.07.01 The PRSC may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expense. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The PRSC shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

ARTICLE 6 - PAYMENTS TO THE PRSC

6.01 Payment for Basic Services:

6.01.01 Payments for Basic Services may be requested monthly in proportion to services performed during each portion of the work. Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

6.01.02 No payments shall be due to PRSC unless and until all materials, forms and documents required by Owner have been provided by PRSC and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the PRSC for non-performance of the PRSC during any phase or portion of the Project.

6.01.03 The PRSC shall submit invoices in the Owner's required invoice format as attached hereto as Exhibit "2" and incorporated herein.

6.01.04 All submitted invoices shall have copies of referenced ATP's attached.

6.01.05 Payments are due and payable thirty (30) days from receipt of the PRSC's invoice, provided it is in accord with the requirements of this Agreement.

6.02 Project Suspension:

6.02.01 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the PRSC shall be paid for services authorized by an Authorization To Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

6.02.02 If the Project is resumed after having been suspended for more than three (3) months, the PRSC's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to resumption of the PRSC's

services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services earned to the time of termination, as follows: Two (2%) percent of the total compensation for Basic Services earned to the date of Project Suspension.

ARTICLE 7 - RE-USE OF PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

7.01 Intentionally Left Blank:

ARTICLE 8 - INDEMNIFICATION CLAUSE

8.01 Indemnification

8.01.01 To the fullest extent permitted by law, the PRSC shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the PRSC's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

8.01.02 In any and all claims against the Owner by any employee of the PRSC, or anyone for whose acts the PRSC may be liable, the obligations for PRSC to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PRSC under workman's compensation acts, disability acts, or other employee benefit acts.

8.01.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the PRSC agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The PRSC agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The PRSC further agrees to pay, at the sole expense of the PRSC, the attorney's fees and cost incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. At its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

8.01.04 The PRSC recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the PRSC under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 - INSURANCE

9.01 The PRSC shall not provide any services under this Agreement until the PRSC has obtained all insurances required hereunder and such insurances have been approved by Owner.

9.02 The PRSC shall furnish certificates of insurance to the Owner for review and approval within ten (10) business days after Board approval and shall maintain same at all times during the term of this Agreement.

9.03 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.04 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida. The School Board of Broward County, Florida, shall be named as an additional insured under the Commercial General Liability policy on the Certificate of Insurance.

9.05 The Certificate shall clearly indicate that the PRSC has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.06 Neither approval by the owner, nor failure to disapprove the insurance provided by the PRSC shall relieve the PRSC of full responsibility to provide the insurance as required by this agreement.

9.07 Insurances Required

9.07.01 Commercial General Liability Insurance: The PRSC shall maintain Commercial General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement"/Indemnification Language set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined

single limit for bodily injury and property damage and not less than Two Million (\$2,000,000) Dollars General Aggregate.

9.07.02 Professional Liability: The PRSC shall procure a Professional Liability Insurance Policy with coverage of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Twenty-Five Thousand (\$25,000) Dollars, providing for all sums which the PRSC shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the PRSC or any person employed or acting on the PRSC's behalf, but not limited to the Sub-Consultant, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the term of the Agreement and for a period of time terminating five (5) years after final completion of all work performed by the PRSC or any person employed or acting on the PRSC's behalf, but not limited to the Sub-Consultant, in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonable available, the Owner may authorize the PRSC to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the services performed.

9.07.03 Automobile Liability Insurance: The PRSC shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the providing services as described in this Agreement in amounts not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage.

9.07.04 Workers' Compensation Insurance: The PRSC shall maintain Worker's Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employee Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Performance:

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the PRSC's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.01.02 Term of Agreement: The term of this Agreement shall start upon the date of this Agreement and no new Project may be added to this Agreement more than three (3) years after the date of this Agreement. The time for performance by the PRSC for

each individual Project pursuant to this Agreement shall be set forth in Authorization To Proceed (ATP) hereto which is incorporated by reference.

10.01.03 Time for Performance: The PRSC agrees to start all work hereunder upon receipt of an Authorization To Proceed issued by the Deputy Superintendent or his designee, and to complete all work in a timely manner and in accordance with the Authorization To Proceed (ATP). The PRSC acknowledges that failure to perform timely may cause the owner to sustain loss and damages and the PRSC will be responsible for same.

10.01.04 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the PRSC for additional or extra compensation. Under no circumstances shall the PRSC be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to performance of the Contract.

10.02 Termination of Agreement:

10.02.01 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

10.02.02 The PRSC may terminate this Agreement only for a material breach of the Agreement and provided the PRSC has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the PRSC is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.02.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of PRSC to comply with any of its material obligations under this Agreement. In such event, PRSC shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of PRSC's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 10.02.01 above, and the PRSC's sole compensation shall be compensation in accordance with that paragraph.

- 10.02.04** Whether or not this Agreement is so terminated, the PRSC shall be liable to Owner for any damage or loss resulting from such failure or violation by PRSC, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 10.02.05** **Annulment:** The PRSC warrants that no one has been employed or retained other than an employee working solely for the PRSC, to solicit or secure this Agreement; and that the PRSC has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.
- 10.02.06** **Fixed Fees Exceeding \$50,000:** For all Basic Fees or “lump-sum” fees for professional service agreements over \$50,000, the PRSC shall execute a truth-in-negotiations certificate in accordance with F.S. 287.055.
- 10.03.01** **PRSC’s Accounting Records and Right to Audit Provisions:** PRSC’s records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc., as they may apply to costs, matters or items associated with this Agreement.
- 10.03.02** For the purpose of such audits, inspections, examinations and evaluations, the Owner’s agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to PRSC pursuant to this Agreement. All costs which the PRSC is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found to be not in compliance with the provisions of this contract, shall be reimbursed to the owner.

10.03.03 Owner's agent or its authorized representative shall have access to the PRSC's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

10.03.04 PRSC shall require all Sub-Consultants and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the PRSC pursuant to this Agreement.

10.03.05 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the PRSC to the Owner in excess of ten (10%) percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the PRSC.

10.04 Ownership of documents:

10.04.01 The Schematic Design and Design Development documents developed and reviewed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The PRSC may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the PRSC. All or part of the Schematic Design and Design Development documents prepared or reviewed by the PRSC for this Project may be used as a prototype for other facilities by the Owner. Any re-use of Schematic Design or Design Development documents developed under this Agreement by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk. The Owner shall indemnify and hold harmless the PRSC from any and all liability, costs, claims, damages and losses, including attorney's fees, associated with any such re-use, except wherein the PRSC is providing any professional services related to said re-use.

10.04.02 Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed or reviewed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the PRSC.

10.04.03 The drawings and specifications and other documents or materials may be used by the Owner on other projects, or for any other purpose including but not limited to,

completion of the Project's construction in the event the PRSC's services are terminated pursuant to other provisions of this Agreement.

10.04.04 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the PRSC's rights.

10.04.05 In the event of the PRSC's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, or for any other purpose.

10.05 Electronic Media:

10.05.01 Where this Agreement or referenced provisions in the Contract require the PRSC to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Exhibit "3" to this Agreement for Open End Services.

10.06 Attachments and References:

10.06.01 The following named exhibits are made an integral part of this Agreement and are incorporated by reference:

1. **EXHIBIT 1: SCOPE OF WORK:** A LIST OF SERVICES THAT MAY BE SELECTED FROM FOR SCOPE OF WORK.
2. **EXHIBIT 2: CONSULTANT'S INVOICE FORMAT:** THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE PRSC FOR INVOICING FOR BASIC AND SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:
 - A. CONSULTANT'S INVOICE
 - B. CONSULTANT'S REIMBURSABLE INVOICE
3. **EXHIBIT 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS:** THE OWNER'S STANDARD REQUIREMENTS FOR THE USE AND SUBMITTAL OF COMPUTER MEDIA.
4. **EXHIBIT 4: AUTHORIZATION TO PROCEED (ATP) FORM:** STANDARD FORMS WHICH WILL BE USED BY THE OWNER WHEN ISSUING AN ATP FOR PROJECT SPECIFIC INCREMENTS OF WORK TO THE PRSC. THESE SAMPLE DOCUMENTS INCLUDE:
 - A. PROFESSIONAL SERVICES REQUIRED - PAGE 1 OF 3

- B. PROJECT SCHEDULE – PAGE 2 OF 3
- C. PROFESSIONAL FEES – PAGE 3 OF 3

10.07 Extent of Agreement:

10.07.01 This Agreement represents the entire and integrated agreement between the Owner and the PRSC and supersedes all prior negotiations, representations or agreements, written or oral.

10.07.02 This Agreement may not be amended, changed, modified, or otherwise altered in any manner, at any time after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and PRSC.

10.07.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.07.04 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.08 Strict Performance: The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.09 Prompt and Satisfactory Correction: The Owner, at its sole discretion, may direct the PRSC, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.10 Successors and Assigns:

10.10.01 The performance of this Agreement shall not be delegated or assigned by the PRSC without the written consent of the Owner.

10.10.02 The PRSC and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.11 Certification and Disclosure

10.11.01 The PRSC certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10.11.02 Where the PRSC is unable to certify to any of the statements in this certification, the PRSC shall provide an explanation to the Owner.

10.11.03 Where the PRSC is unable to certify any of the statements in this certification, the Owner, at its sole option, may terminate this agreement for cause.

10.12 Excess Funds

10.12.01 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

10.13 Non-Discrimination

10.13.01 Non-Discrimination - The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

10.14 Captions

10.14.01 Captions – The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

10.15 Authority

10.15.01 Authority – Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement

on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

10.16 Notice Provision

10.16.01 When any of the parties desire to give notice to the owner, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Calhoun, Deputy Superintendent
The School Board of Broward County, Florida
1700 S.W. 14th Court
Fort Lauderdale, FL 33312

PRSC:

With a Copy to:

10.17 Excess Funds

10.17.01 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said PRSC has caused this Agreement to be executed by the undersigned and the seal of the PRSC set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Superintendent of Schools
Franklin L. Till, Jr.

Chairperson
Dr. Robert D. Parks

Approved:

School Board Attorney

DELETE THE SIGNATURE SECTIONS NOT USED

WHEN THE PRSC IS A CORPORATION OR PROFESSIONAL ASSOCIATION

(ATTEST)
(Type Name of Firm Here)

Legal Name of Corporation

Secretary, (Type Name Here)

By: _____
(Type Name Here)
It's President

(Corporate Seal)

(Type Registration No. Here)
PRSC's
Registration Number

WHEN THE PRSC IS AN INDIVIDUAL OR PARTNERSHIP

(ATTEST)

Witness (Type Name Here)

Legal Name of Individual or Partnership

Witness (Type Name Here)

By: _____
Signature (Type Name Here)

PRSC's
Registration Number

WHEN THE PRSC IS A JOINT VENTURE

(Corporate Seal)

(Corporate Seal)

Firm's Legal Name

Firm's Legal Name

By: _____ By: _____
Signature (Type Name Here) Signature (Type Name Here)

PRSC's
Registration Number

(ATTEST)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

Witness (Type Name Here)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ of _____, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary’s Commission No.

EXHIBIT 1: Scope of Work

Article 1 General Requirements

- 1.01** The services listed below form a menu from which the Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.02** The listed services below shall not limit those activities or services which may be requested by the Owner.

Article 2 Basic Services

2.01 PRSC DUTIES AND RESPONSIBILITIES

- 2.01.01** Review the Project Consultant's design and construction documents to determine that the design and construction documents conform to the applicable SBBC architects and engineers procedural requirements, Design & Material Standards Manual, Project Education Specifications, Chapter 6A-2, FAC, SREF, Florida Building Code Effective March 1, 2002, (Florida Fire Prevention Code effective January 1, 2002, ADA and other regulations that may be required. At each phase, reviews shall be performed by all of the following standard disciplines: civil, life safety, architecture, structural, mechanical, electrical and plumbing. Where for a particular phase, the review by an individual discipline is not applicable, the review comment form shall so state. Reviews may be performed at the following phases:
1. Phase I, Schematic Design.
 2. Phase II, Preliminary Design, including Life Cycle Cost Analysis (LCCA).
 3. 50% of Phase III, Construction Documents.
 4. 100% of Phase III, Construction Documents.
 5. Resubmittals of Documents at any Phase
 6. Addendum, revised drawings, ASIs, and change orders (prior to approval.)

7. Responses to mandatories and provisos arising out of the final inspections and/or through assignment by the BOARD.

2.01.02 As applicable provide the Owner's Design Plan Review Entity or the SBBC Building Department with written review comments outlining deficiencies in compliance with the applicable documents, referred to previously in Article 2.01.01 as follows: within ten (10) working days after receipt of Phase I submittal; within twelve (12) working days after receipt of, Phase II submittal; within twenty one (21) working days after receipt of phase III 50% submittal; within twenty eight (28) working days after the receipt of the 100% of Phase III submittals; and within fifteen (15) working days after receipt of a resubmit of any phase; and within ten (10) working days after receipt of an addendum, change order, or revised drawings. Time intervals shall commence upon PRSC receipt of complete submittal and terminate upon receipt of review comments by the SBBC Plan Review Entity or the SBBC Building Department which is applicable. Indicate on the review comment form that there were no comments generated from the review of a particular discipline when that is the case.

Verify in writing Project Consultant's compliance with previous review comments from the PRSC at each interval, except the first, when reviewing subsequent submittals of the Project Consultant's design and construction documents. Such verification shall be included in the review comments on the current phase submittal.

2.01.03 Review administrative aspects of Project Consultant's addenda for accuracy and applicability, in addition to conformity to the codes and applicable documents, referred to previously in Article V, Paragraph 1.

2.01.04 Submit a monthly report to the Owner within five (5) working days of month's end summarizing all reviews made on each project, during the month, indicating the date, time, name of reviewer(s), type of review(s) and any exceptions or irregularities noted.

2.01.05 Assist the District with the development of standards relating to material quality, educational programming, ergonomics, indoor air quality, maintainability, constructability, value engineering, operational costs, and other standards to be determined.

2.01.06 Assist the District with the development of standards relating to material quality, educational programming, ergonomics, indoor air quality, maintainability,

constructability, value engineering, operational costs, and other standards to be determined.

- 2.01.07** Assist the district with its continuous quality improvement strategy in relationship with management, use, maintenance, remodeling, renovation, and construction of its facilities.
- 2.01.08** Participate in Building Department inspections, as required by OWNER'S DESIGN REVIEW ENTITY.
- 2.01.09** Review submittal structural, chemical, mechanical, soil mechanics, air water pollution, hazardous materials or other laboratory or environmental tests, inspections or reports.
- 2.01.10** Attend coordination meetings on an average of twice per month with the OWNER'S DESIGN REVIEW ENTITY and/or Project Manager.

2.02 PRSC PERSONNEL QUALIFICATIONS

- 2.02.01** All PRSC review comments shall be signed by reviewers in the disciplines they review. The minimum qualifications for the signing reviewer are all of the following:
 - a. Bachelor's degree in architecture or engineering.
 - b. Current Florida registration as a professional architect or engineer; five (5) years plan review or design of facilities and/or construction management experience; or three (3) years full time experience designing or reviewing design documents for SBBC facilities; or equivalent other experience. (Professional Engineers shall be registered in the primary field that they review by testing. This shall not restrict their review and commenting on other fields of Engineering or Architecture.)
 - c. Thorough knowledge of 6A-2, SREF, Florida Building Code effective March 1, 2002 and Florida Fire Prevention Code effective January 1, 2002; this can be evidenced by a current UBCI certification.
 - d. Five (5) years plan review or design of facilities and/or construction management experience; or three (3) years full time experience designing or reviewing design documents for SBBC facilities; or equivalent other experience. (Professional Engineers shall be registered in the primary field for which they review.

2.02.02 Submit for approval of the Owner, prior to execution of this AGREEMENT, a detailed resume of education, experience, and certification of each person who will provide services to the Owner under this agreement. Any changes or additions to the list of individuals shall be submitted to the Owner for approval, prior to making the change/addition. Replace any person involved in providing services under this AGREEMENT upon request of the Owner.

2.03 DOCUMENT SUBMITTAL AND DISTRIBUTION PROCEDURES

2.03.01 The OWNER'S DESIGN REVIEW ENTITY Owner's Plan Review entity and the SBBC Building Department as applicable will each be responsible for proper flow of documentation

1. This representative would be responsible for the following:
 - a. Assure that submittals contain all the required deliverables prior to submission of same to PRSC.
 - b. Provide three (3) copies of each set of submittal documents to the PRSC.
 - c. Provide to the PRSC copies of the design and construction documents; waivers? if applicable to design, submittal and construction issues; educational specifications and other information pertinent to the review of the project. Verify review and approval of three signed, sealed, and dated copies of the 100% "for construction" design and construction documents, and all changes, to the Building Department for permitting.
 - d. Provide the PRSC a diskette or other electronic media of all review comments and mandatories.
 - e. Receive from the PRSC and distribute appropriately all review comments and mandatories.

2.03.02 The OWNER'S DESIGN REVIEW ENTITY and Chief Building Official act as the PRSC administrator responsible for mediating conflicts among the BOARD personnel, the PRSC and other contracted parties, and coordinating, monitoring and evaluating the technical aspects of the review process.

Architect-Engineer and Related Services Questionnaire

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

Purpose:

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:

"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation. **"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire; i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
 - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide data the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.)

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
 - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on the policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provides A-E and related services.
 - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main headquarters office, firm should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines—sociologists, biologists, etc.—and number of people in each, in blank spaces.

Architect-Engineer and Related Services Questionnaire

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

Ranges of Professional Services Fees

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.
11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within the last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to

firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.
13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not recognized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

**Experience Profile Code
Numbers**

for use with questions 10 and 11

- | | | |
|--|--|---|
| 001 Acoustics, Noise Abatement | 042 Harbors; Jetties; Piers; Ship Terminal Facilities | 086 Radar; Sonar; Radio and Radar Telescope |
| 002 Aerial Photogrammetry | 043 Heating; Ventilating; Air Conditioning | 087 Railroad; Rapid Transit |
| 003 Agricultural Development; Grain Storage; Farm
Mechanization | 044 Health Systems Planning | 088 Recreation Facilities (<i>Parks; Marinas, etc.</i>) |
| 004 Air Pollution Control | 045 High-rise; Air-Rights-Type Buildings | 089 Rehabilitation (<i>Buildings; Structures; Facilities</i>) |
| 005 Airports; Nav aids; Airport Lighting; Aircraft
Fueling | 046 Highways; Streets; Airfield Paving; Parking Lots | 090 Resource Recovery; Recycling |
| 006 Airports; Terminals and Hangers; Freight
Handling | 047 Historical Preservation | 091 Radio Frequency Systems and Shieldings |
| 007 Arctic Facilities | 048 Hospital and Medical Facilities | 092 Rivers; Canals; Waterways; Flood Control |
| 008 Auditoriums and Theatres | 049 Hotels; Models | 093 Safety Engineering; Accident Studies; OSHA
Studies |
| 009 Automation; Controls; Instrumentation | 050 Housing (<i>Residential; Multi-Family; Apartments;
Condominiums</i>) | 094 Security Systems; Intruder and Smoke Detection |
| 010 Barracks; Dormitories | 051 Hydraulics and Pneumatics | 095 Seismic Designs and Studies |
| 011 Bridges | 052 Industrial Buildings; Manufacturing Plants | 096 Sewage Collection; Treatment; Disposal |
| 012 Cemeteries (<i>Planning and Relocation</i>) | 053 Industrial Processes; Quality Control | 097 Soils and Geologic Studies; Foundations |
| 013 Chemical Processing and Storage | 054 Industrial Waste Treatment | 098 Solar Energy Utilization |
| 014 Churches; Chapels | 055 Interior Design; Space Planning | 099 Solid Wastes; Incineration; Landfill |
| 015 Codes; Standards; Ordinances | 056 Irrigation; Drainage | 100 Special Environments; Clean Rooms, etc. |
| 016 Cold Storage; Refrigeration; Fast Freeze | 057 Judicial and Courtroom Facilities | 101 Structural Design; Special Structures |
| 017 Commercial Building (<i>low rise</i>); Shopping Centers | 058 Laboratories; Medical Research Facilities | 102 Surveying; Platting; Mapping; Flood Plain Studies |
| 018 Communications Systems; TV; Microwave | 059 Landscape Architecture | 103 Swimming Pools |
| 019 Computer Facilities; Computer Service | 060 Libraries; Museums; Galleries | 104 Storm Water Handling and Facilities |
| 020 Conservation and Resource Management | 061 Lighting (<i>Interiors; Display; Theatre, etc.</i>) | 105 Telephone Systems (<i>Rural; Mobile; Intercom, etc.</i>) |
| 021 Construction Management | 062 Lighting (<i>Exteriors; Streets; Memorials; Athletic
Fields, etc.</i>) | 106 Testing and Inspection Services |
| 022 Corrosion Control; Cathodic Protection;
Electrolysis | 063 Materials Handling Systems; Conveyors; Sorters | 107 Traffic and Transportation Engineering |
| 023 Cost Estimating | 064 Metallurgy | 108 Towers (<i>Self-Supporting and Guyed Systems</i>) |
| 024 Dams (<i>Concrete; Arch</i>) | 065 Microclimatology; Tropical Engineering | 109 Tunnels and Subways |
| 025 Dams (<i>Earth; Rock</i>); Dikes; Levees | 066 Military Design Standards | 110 Urban Renewals; Community Development |
| 026 Desalinization (<i>Process and Facilities</i>) | 067 Mining and Mineralogy | 111 Utilities (<i>Gas and Steam</i>) |
| 027 Dining Halls; Clubs; Restaurants | 068 Missile Facilities (<i>Silos; Fuels; Transport</i>) | 112 Value Analysis; Life-Cycle Costing |
| 028 Ecological and Archeological Investigations | 069 Modular Systems Design; Pre-Fabricated
Structures or Components | 113 Warehouses and Depots |
| 029 Educational Facilities; Classrooms | 070 Naval Architecture; Off-Shore Platforms | 114 Water Resources; Hydrology; Ground Water |
| 030 Electronics | 071 Nuclear Facilities; Nuclear Shielding | 115 Water Supply; Treatment and Distribution |
| 031 Elevators; Escalators; People-Movers | 072 Office Buildings; Industrial Parks | 116 Wind Tunnels; Research/Testing Facilities Design |
| 032 Energy Conservation; New Energy Sources | 073 Oceanographic Engineering | 117 Zoning; Land Use Studies |
| 033 Environmental Impact Studies, Assessments, or
Statements | 074 Ordnance; Munitions; Special Weapons | 201 _____ |
| 034 Fallout Shelters; Blast-Resistant Design | 075 Petroleum Exploration | 202 _____ |
| 035 Field Houses; Gyms; Stadiums | 076 Petroleum and Fuel (<i>Storage and Distribution</i>) | 203 _____ |
| 036 Fire Protection | 077 Pipelines (<i>Cross-Country – Liquid and Gas</i>) | 204 _____ |
| 037 Fisheries; Fish Ladders | 078 Planning (<i>Community, Regional, Areawide and
State</i>) | 205 _____ |
| 038 Forestry and Forest Products | 079 Planning (<i>Site, Installation, and Project</i>) | |
| 039 Garages; Vehicle Maintenance Facilities; Parking
Decks | 080 Plumbing and Piping Design | |
| 040 Gas Systems (Propane; Natural, etc.) | 081 Pneumatic Structures; Air-Support Buildings | |
| 041 Graphic Design | 082 Postal Facilities | |
| | 083 Power Generation; Transmission; Distribution | |
| | 084 Prison and Correctional Facilities | |
| | 085 Product; Machine and Equipment Design | |

**STANDARD
FORM (SF)**

254

Architect-Engineer
And Related Services
Questionnaire

1. Firm Name/Business Address:

2. Year Present Firm
Established

3. Date Prepared:

4. Specify type of ownership and check below, if applicable.

A. Small Business

B. Small Disadvantaged Business

C. Woman-owned Business

1a. Submittal is for Parent Company Branch or Subsidiary Office

5. Name of Parent Company, if any:

5a. Former Parent Company Name(s), if any, and Year(s) Established:

6. Names of not more than Two Principals to Contact: Title/Telephone

1)

2)

7. Present Offices: City / State / Telephone / No. Personnel Each Office

7a. Total Personnel _____

8. Personnel by Discipline: (List each person only once, by primary function.)

- | | | | |
|--|---|---|-------|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Electrical Engineers | <input type="checkbox"/> Oceanographers | _____ |
| <input type="checkbox"/> Architects | <input type="checkbox"/> Estimators | <input type="checkbox"/> Planners: Urban/Regional | _____ |
| <input type="checkbox"/> Chemical Engineers | <input type="checkbox"/> Geologists | <input type="checkbox"/> Sanitary Engineers | _____ |
| <input type="checkbox"/> Civil Engineers | <input type="checkbox"/> Hydrologists | <input type="checkbox"/> Soils Engineers | _____ |
| <input type="checkbox"/> Construction Inspectors | <input type="checkbox"/> Interior Designers | <input type="checkbox"/> Specification Writers | _____ |
| <input type="checkbox"/> Draftsmen | <input type="checkbox"/> Landscape Architects | <input type="checkbox"/> Structural Engineers | _____ |
| <input type="checkbox"/> Ecologists | <input type="checkbox"/> Mechanical Engineers | <input type="checkbox"/> Surveyors | _____ |
| <input type="checkbox"/> Economists | <input type="checkbox"/> Mining Engineers | <input type="checkbox"/> Transportation Engineers | _____ |

9. Summary of Professional Services Fees

Received: (Insert index number)

Last 5 Years (most recent year first)

	19 _____	19 _____	19 _____	19 _____	19 _____
Direct Federal contract work, including overseas	_____	_____	_____	_____	_____
All other domestic work	_____	_____	_____	_____	_____
All other foreign work *	_____	_____	_____	_____	_____

Ranges of Professional Services Fees
INDEX

1. Less than \$100,000
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3. \$250,000 to \$500,000
4. \$500,000 to \$1 million
5. \$1 million to \$2 million
6. \$2 million to \$5 million
7. \$5 million to \$10 million
8. \$10 million or greater

*Firms interested in foreign work, but without such experience, check here:

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project Examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

		8			
		9			
		10			
		11			
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12. The foregoing is a statement of facts

Date:

Signature: _____ Typed Name and Title: _____



SELECTION CRITERIA SCORESHEET

RFQ FOR A/E & DCP SERVICES

5-Feb-02

Selection Criteria:		Max Points:	FIRM	FIRM	FIRM
1	PAST PERFORMANCE DEMONSTRATED ABILITY TO MEET BUDGET QUALITY OF DESIGN	30			
2	ABILITY OF PROFESSIONAL PERSONNEL CPTED CERTIFIED	15			
3	SIMILAR EXPERIENCE PRIOR ARCHITECTURAL EXPERIENCE/SREF KNOWLEDGE	20			
4	VOLUME/EQUITABLE DISTRIBUTION OF WORK	10			
5	CURRENT CAPABILITY/WORKLOAD	10			
6	CERTIFIED MINORITY BUSINESS ENTERPRISE	10			
7	LOCATION	5			
TOTAL SCORE:		100			

SIGNATURE: _____

DATE: _____