

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ARCHITECT**

AGREEMENT made as of the 14<sup>th</sup> day of December, in the year Two Thousand and Six

BETWEEN the Owner (Here and After Referred to as "Owner"):

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY**  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5869  
Telephone: (561) 434-8216 Fax: (561) 434-8655

and the Architect (here and after referred to as the "Architect"):

**SONG & ASSOCIATES, INC.**  
400 Australian Avenue South, Sixth Floor  
West Palm Beach, FL 33401

**THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Owner-Architect Agreement, Supplemental Conditions and Procedures for Architects and Engineers, General Conditions and Instructions, contents of the Request for Proposal and all Addenda issued prior to submittal of the Proposal and all Modifications issued after, the Proposal submitted by the Architect in response to the RFP, all Conditions of the Contract, Educational Specifications, Design Criteria, District Master Specifications and Board Policies. These form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

**THE WORK**

The Architect shall perform all The Work required by the Contract Documents for:

**PROJECT NAME: Wellington Elementary School Classroom Additions**  
**OWNER PROJECT NO.: 1671-8307**

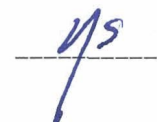
**SCOPE OF WORK**

**SCOPE OF WORK:**

Architectural design services required to complete permitted design documents for construction of 76,185 GSF, including instructional and support spaces, administration/student services, media center and a food services/dining area with stage. Student capacity will be increased from 750 to 960 students.

The existing administration building, kitchen/cafeteria and three classroom buildings will be demolished to accommodate the new construction. The architect will be responsible for development of demolition plans and consideration for temporary placement of 13 portable classroom units, administrative offices, food service and dining facilities to be utilized during the construction phase.

The Design shall incorporate all of the requirements set forth in the Board approved Educational Specifications, Design Criteria and all other applicable specifications.



# TERMS AND CONDITIONS BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S RESPONSIBILITIES

#### 1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's subconsultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall adhere to the in Article 6 of the Supplemental Conditions. The schedule includes allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule, shall not be extended by the Architect without prior notice and written approval of the Owner.

1.1.3 The Architect and its subconsultants, subconsultants, agents, employees and officers shall promptly, upon notice or discovery, during any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in the drawings and specifications without additional compensation or expense to the Owner.

1.1.4 The Architect shall comply with written directives, memoranda, and "The Supplemental Conditions and Procedures for Architects and Engineers", dated, September 3, 1997, Revised October 23, 1999, as issued by the Owner, is hereby made a part of, and incorporated into, the terms of this Agreement. If there are any conflicts between "The Standard Form of Agreement Between Owner and Architect" and "The Supplemental Conditions and Procedures for Architects and Engineers", the Owner-Architect Agreement prevails.

1.1.5 It is understood between the parties that, under conditions where the Owner deems it beneficial to the project, the Architect may be working in coordination and cooperation with other Consultants who will be employed independently by the Owner and responsible to the Owner for their work and the performance of their respective agreements with the Owner. The Architect and its Consultants shall cooperate with the Owner and other Consultants in a manner to assure that the Project is not adversely affected and that the Work of the Architect's portion of the Project is carried out expeditiously.

1.1.6 The Architect shall prepare all Project Documents (Bidding Documents and Contract Modification Documents) in accordance with the requirements stated in Department of Education's, Florida Administrative Code (FAC), Florida Building Code (FBC) in effect at the time of the execution of this Agreement and/or document review, as well as any changes in the code during the term of this Agreement and "The Supplemental Conditions and Procedures for Architects and Engineers". The format of the documents shall be according to the latest version of the District Master Specifications.

1.1.7 The Architect's/Engineer's Project Documents shall include, but are not limited to, the preparation of drawings and specifications, for the following elements of the Project: (a) Architectural - i.e. Florida Accessibility Code for Building Construction, fire, life and safety, building security, acoustical, food services and graphics; (b) Structural; (c) Mechanical - i.e. fire protection, Heating, Ventilation and Air Conditioning (HVAC), plumbing, moisture control and energy management systems; (d) Electrical - i.e. fire detection, security and communications; (e) Civil; (f) Landscape Architecture; and all other professional services the Owner may deem necessary for the satisfactory design, construction and completion of the Project.

1.1.8 The Architect shall coordinate all document support and take all actions required by the Owner for the approval of any re-zoning, right of way, utility easement and permitting actions as may be necessary with any city, county, state and federal agencies having jurisdiction and authority for such approvals. The Architect shall prepare required documents and coordinate all actions necessary for approvals with all architectural or plan review boards.

1.1.9 The Architect shall ensure that the project documents comply with the requirements of law and all applicable rules, regulations and codes including, but not limited to, City and County, the School District Policies, Florida Building Code (FBC), and State Board of Education's Regulations.

1.1.10 Professional Engineers, registered in the State of Florida and acceptable to the Architect and the Owner, shall be retained by the Architect, at their expense, to design the structural, mechanical, electrical and civil portions of the Project. The Architect shall require engineer participation in all such phases of the Architect's services and shall require the engineers to be professionally responsible for their respective Engineering services. The Architect shall specifically require the Engineers to visit the Work under construction as often as necessary to keep informed as to the progress and quality of the Work and to guard against defects and deficiencies in the construction of the Work for which such Engineer is responsible. Use of Engineers does not in any way alter the Architect's obligations to the Owner.

1.1.11 In addition to any other duties of inspection or observation, the Owner can require the Architect, appropriate Engineer or any other subconsultant to visit the job site for purposes consistent with this Agreement.

1.1.12 The Architect shall certify, to the Owner, that the completed design meets the Florida Accessibility Code for Building Construction.

1.1.13 The Architect shall not utilize, nor allow utilization by its Consultants, any design/build or performance specifications without prior written authorization of the Owner. Any authorized usage of design/build or performance specifications shall not relieve the Architect, nor its Consultant of their design responsibilities outlined herein.

1.1.14 The Architect shall attend all meetings of the School District at no additional compensation as required in fulfillment of this document.

## **1.2 ARCHITECT SERVICES - REMODEL, RENOVATION, OR ADDITION**

1.2.1 Should the project include remodeling, additions and/or renovations to existing facilities, the Architect shall have the responsibility to investigate the site and improvements thereon to determine the as-built condition of the existing facility prior to commencing design, and the Architect shall insure that their design will comport with the existing as-built facilities so as to insure the compatibility of the new design herein with the existing facility. This provision shall also apply to all design professionals and sub-consultants on this project.

## **1.3 ARCHITECT SERVICES - NEW CONSTRUCTION**

1.3.1 Should the project include construction of a new school, the Architect shall have the responsibility to review all existing surveys and to determine the condition of the site and property prior to commencing design. The Architect shall insure the compatibility of the new design herein inclusive of, but not limited to, any and all ordinances, code requirements and technical specifications and criteria. This provision shall also apply to all design professionals and sub-consultants on this project.

## **ARTICLE 2**

### **SCOPE OF ARCHITECT'S BASIC SERVICES**

#### **2.1 DEFINITION**

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 1.1.7, 1.1.8, 2.2 through 2.6, and any other services identified in Article 12 of this Agreement as part of Basic Services.

#### **2.2 SCHEMATIC DESIGN (PHASE I)**

2.2.1 The Architect shall review the program furnished by the Owner, to ascertain the requirements of the Project and shall arrive at a mutual agreement as to such requirements with the Owner as provided in the District Master Specifications in effect at the time of contract execution and/or Florida Building Code (FBC).

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article 5, Subparagraph 5.2.1 of this Agreement.

2.2.3 The Architect shall review with the Owner alternative and innovative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner an estimate of probable Construction Cost based on current area, volume or other unit costs.

2.2.6 The Architect shall submit a Specifications Index for review and approval by the Owner.

2.2.7 The Architect shall submit completed Schematic Design documents for review and approval to the Owner, according to Building Department policy, and to other appropriate agencies, according to applicable federal, state and local laws, codes, rules, regulations and/or ordinances including, but not limited to, local land development regulations.

### **2.3 DESIGN DEVELOPMENT (PHASE II)**

2.3.1 Based on the approved Schematic Design documents and any adjustments authorized by the Owner in the program and schedule or construction budget, the Architect shall prepare, for approval by the Owner, design development documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to Architectural, Structural, Mechanical, Electrical and Civil disciplines and such other elements as are required by the District Master Specifications in effect at the time of contract execution and/or by Building Department policy.

2.3.2 The Architect shall coordinate its work with other agencies or utilities including, but not limited to, water, sewer, power, gas, telephone, drainage, fire and traffic.

2.3.3 The Architect shall submit completed Design Development Documents for review and approval to the Owner, according to Florida Building Code (FBC), Building Department policy, and to other appropriate agencies according to applicable federal, state and local laws, codes, rules, regulations and/or ordinances.

2.3.4 Additional Design Development Scope definitions are contained in the Supplemental Conditions and Procedures.

### **2.4 CONSTRUCTION DOCUMENTS (PHASE III)**

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project.

2.4.2 The Architect shall assist the Construction Manager in the preparation of the necessary documents for bidding the project.

2.4.3 The Architect, on the Owner's behalf, shall be responsible for preparing and filing those documents required to obtain approval from all governmental and regulatory authorities having jurisdiction over the Project.

2.4.4 The Owner, in consultation with the Architect, shall determine the duration of the Construction Contract.

2.4.5 The Architect shall prepare and submit completed Construction Documents for review and approval to the Owner, according to Building Department policy, and all required agencies and regulatory authorities having jurisdiction over the Project, according to applicable laws, codes, rules, regulations and ordinances.



2.4.6 The Architect shall provide a Threshold Inspection Plan to be used by the Owner's Threshold Building Inspector pursuant to Section 105.13.1 Florida Building and Code Section 553.79 (5)(a).

## **2.5 BIDDING OR NEGOTIATIONS (PHASE IV)**

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of probable Construction Cost by the Construction Manager, shall assist the Construction Manager in obtaining bids or negotiated proposals and make recommendations to the Construction Manager in connection with the evaluation and award of bids or proposals.

## **2.6 CONSTRUCTION ADMINISTRATION (PHASE V)**

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the "Final Certificate for Payment" and issuance of the "Certificate of Final Inspection", as noted under Article 2, Paragraph 2.6.19 of this Agreement, except for those further services outlined in Article 2, Paragraph 2.6.18 of this Agreement.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth herein and in the "Owner-Contractor Agreement" and "General, Supplementary and Special Conditions" of the Contract for Construction.

2.6.3 The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner.

2.6.4 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect and its Subconsultants shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect and its Subconsultants shall be required to make such on-site inspections to check the quality and quantity of the Work for certification of payment requests and to guard the Owner against defects and deficiencies in the Work. On the basis of such on-site inspections and observations, the Architect shall keep the Owner informed of the progress and quality of the Work. More extensive site representation may be agreed to as an additional service.

2.6.6 The Architect 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, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, subconsultants, or their agents or employees, or of any other persons performing portions of the Work.

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

2.6.8 Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's Consultants shall be through the Architect.

2.6.9 Based on the Architect's and its Consultants' observations, inspections and evaluations of the Contractor's "Applications for Payment", the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's "Certificate for Payment" shall constitute a representation to the Owner, based on the Architect's and its Subconsultants' observations and inspections at the site as provided in Subparagraph 2.6.5, and on the data comprising the Contractor's "Application for Payment," that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect at the time of the certification for payment. The issuance of a "Certificate for Payment" shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work, and in any event, shall be performed within the time period required in the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. In no event shall the Architect's action exceed 20 days in length.

2.6.13 The Architect shall prepare "Proposal Requests" (PR) and "Construction Change Directives" (CCD), with supporting documentation and data, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; and shall receive and forward to the Owner for the Owner's approval and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final "Certificate for Payment" upon compliance with the requirements of the Contract Documents and all other requirements of the Department of Education's Education Facilities Technical Assistance.

2.6.15 The Architect shall assist the Owner in analyzing matters concerning performance of the Contractor under the requirements of the Contract Documents.

2.6.16 The Architect shall provide clarifications and interpretations, requested by the Contractor, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. The response shall be in writing or in the form of drawings.

2.6.17 The Architect's recommendations on matters relating to aesthetic effects shall be submitted to the Owner for disposition.

2.6.18 The Architect shall accompany the Owner's representative to inspect the Project, at a date not less than 30 days prior to the date of expiration of the Contractor's one-year guarantee warranty period; and the Architect shall prepare a list of deficiencies which the Contractor shall correct under the conditions of the warranty and guarantees.

2.6.19 The Architect shall, at the completion of the Project, submit to Owner, a "Certificate of Final Inspection", which shall constitute a representation by the Architect that the Project is fully complete, that all punch list items have been corrected and all documents or drawings required of the Contractor have been reviewed and approved. The Architect shall furnish such other certificates as may be required by laws and regulations.

2.6.20 Changes and modifications to the Project Work recorded by the Contractor on marked-up prints, drawings and other data shall be kept current by the Contractor and shall be reviewed by the Architect every two (2) weeks during the Construction Phase. Certification of this review shall be provided with each request for payment to the Owner.

2.6.21 Substantial completion is when the building or facility is usable for the purpose intended, life safety systems are operational, all major work is completed and only minor items have been identified and remain to be corrected. The building or facility cannot be considered usable prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the District Building Department. The Architect is responsible for review and approval of all record drawings submitted by the Contractor to the Owner.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

##### **3.1 GENERAL**

3.1.1 The services described in this Article 3, Paragraph 3.2 of this Agreement are not included in Basic Services unless so identified in Article 12 of this Agreement and they shall be paid for by the Owner as provided in Article 10 of this Agreement, in addition to the compensation for Basic Services. The services described under Article 3, Paragraphs 3.2 and 3.4 of this Agreement shall only be provided if authorized or confirmed in writing by the Owner. If services described under "Additional Services" in Article 3, Paragraph 3.3 of this Agreement are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Article 3, Paragraph 3.3 of this Agreement are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such [Contingent] Additional Services are not required, the Architect shall have no obligation to provide those services.

##### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

3.2.1 If representation at the site is required by reasons other than for purposes of fulfilling the obligations described in Article 2, Subparagraph 2.6.5 of this Agreement, the Architect may provide one (1) or more Project Representatives to assist in carrying out such additional on-site responsibilities, upon written approval by the Owner.

3.2.2 Project Representatives, if utilized, shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner. Any proposed Project Representative shall be presented to the Owner, with credentials, for review and approval. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in "Architect's Project Representative - Duties, Responsibilities and Limitations," as adopted by the Owner, unless otherwise agreed.

3.2.3 Through the inspections and observations by such Project Representatives, the Architect shall provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

##### **3.3 ADDITIONAL SERVICES**

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

1. Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program;
2. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

3. Due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Article 7, Subparagraph 5.2.5 of this Agreement.

3.3.3 Preparing drawings, specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with CCD's (Construction Change Directives) and/or CO's (Change Orders) originated by the Owner as a result of a change in scope of services.

3.3.4 Providing consultation concerning replacement of Work damaged by fire or other causes during construction, and furnishing services required in connection with the replacement of such Work.

3.3.5 Providing additional services, not covered in Article 2, made necessary by the default of the Contractor, except to the extent such default is based on failure to perform in accordance with the Contract Documents that was reasonably discoverable by the Architect in the discharge of the Architect's obligations under Article 2, Paragraph 2.6.5 of this Agreement.

3.3.6 Providing services in connection with legal proceedings to which the Architect is not a party. The Architect shall not be entitled to additional payment for attending School District meetings, as may be required in connection with legal proceedings.

3.3.7 Nothing shall require the Owner to pay the Architect under Article 3, Paragraphs 3.3.1 of this Agreement through 3.3.6 for changes in the contract documents as a result of the errors or omissions of the Architect or its Consultants as determined by the Owner, after meeting with the Architect.

#### **3.4 OTHER ADDITIONAL SERVICES**

3.4.1 Providing the Owner's program requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys and environmental studies.

3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Providing coordination of construction performed by the separate Contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Providing detailed estimates of Construction Cost.

3.4.9 Providing detailed quantity surveys or inventories of material, equipment and labor



3.4.10 Providing services for planning tenant or rental spaces.

3.4.11 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.13 Providing services, other than those in Article 2, Paragraph 2.6.19 of this Agreement, after issuance to the Owner of the "Final Certificate for Payment," and "Certificate of Final Inspection".

3.4.14 Providing services of Consultants for other than those outlined in Article 1, Paragraph 1.1.7 of this Agreement.

3.4.15 Providing any other services not otherwise included in this Agreement.

#### **ARTICLE 4**

##### **OWNER'S RESPONSIBILITY**

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate representative(s) authorized to act on the Owner's behalf with respect to the Project and this Agreement. The Owner or such authorized representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

4.6 The Owner shall furnish the services of Geotechnical Engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other Consultants, besides those specified in Paragraph 1.1.7, when such services are reasonably required by the Project requirements and agreed to by the Architect and Owner in writing.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all accounting, auditing and insurance counseling services the Owner may require for the Project.

4.9 The services, information, surveys and reports required by Article 4, Paragraphs 4.5 through 4.8 of this Agreement shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or its consultants shall be submitted to the Architect for review and approval at least five (5) days prior to execution.

4.12 The Owner shall reimburse the Architect for filing fees for documents submitted for review and approval under Article 1, Paragraphs 1.1.8 of this Agreement.

## **ARTICLE 5**

### **CONSTRUCTION COST**

#### **5.1 DEFINITION**

5.1.1 The Construction Cost shall be the total cost or estimate of probable cost, as approved by the Owner, of all elements of the project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's Consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4 of this Agreement.

#### **5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

5.2.1 Evaluations of the Owner's Project Budget, estimate of probable Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project Budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. These decisions shall not conflict with the District Master Specifications in effect at the time of contract execution or minimum material and/or performance standards. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project Budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Article 5, Subparagraph 5.2.3 of this Agreement) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit or;
2. authorize rebidding or renegotiating of the Project within a reasonable time or;
3. cooperate in revising the Project scope and quality as required to reduce the Construction Cost or;
4. require the Architect to redesign the Project to reduce the construction cost at no additional fee to the Owner or;
5. terminate in accordance with Article 8, Paragraph 8.3 of this Agreement, if the Project is abandoned or;
6. terminate this Agreement for convenience in accordance with Article 8, Paragraph 8.6 of this Agreement.

5.2.5 If the Owner chooses to proceed under Article 5, Subparagraph 5.2.4.3 of this Agreement, the Architect, without additional charge, shall revise the Contract Documents as necessary to comply with the fixed limit. The revisions of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase has commenced.

## ARTICLE 6

### **USE OF THE ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 Architect acknowledges that any work prepared by Architect under this Agreement shall be considered a Work for Hire and the exclusive property of Owner. To the extent such work may not be deemed a Work for Hire under applicable law, Architect hereby assigns to Owner all right, title and interest in and to Architect's copyright for such work. Architect shall execute and deliver to Owner such instruments of transfer and take such other action that Owner may reasonable request, including, without limitation, executing and filing, at Owner's expense, copyright applications, assignments and other documents required for the protection of Owner's right to such materials.

- 6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project should not be construed as publication in derogation of the Architect's reserved rights.

### 6.3 RE-USE OF DESIGN

6.3.1 Architect, as a material matter and inducement to the entry of this contract, and in consideration for the payment specified herein, acknowledges, assigns, and grants the Owner an exclusive, irrevocable, and perpetual right and license to use or re-use existing plans, drawings, specifications, and other materials or instruments of service prepared by Architect or its sub-consultant on an existing or prior project for use by the Owner or re-use in accordance with Section 287.055 (10), Florida Statutes, and such use or re-use shall not be considered procurement of professional services for a project or a specific project contract award.

6.3.2 When the Owner authorizes the re-use of drawings and specifications, payment to the Architect shall be a Lump Sum Re-use Fee as follows: **Two percent (2%) of the estimated budget for construction of the Project for which the Re-use is authorized.**

6.3.3 The Lump Sum Re-Use Fee shall be the agreed upon compensation for use of the Architect's permitted drawings and specifications for this Project (Re-use Design).

6.3.4 The Architect shall be entitled to an additional level of compensation for only those services required to comply with applicable codes, necessary changes requested by the Owner, adaptation of the Re-use Design to a specific site and construction administration. Additional services as required and described herein, shall be defined and negotiated at such time as the re-use is authorized by the Owner.

## ARTICLE 7

### LITIGATION

7.1 All claims, disputes and other matters in question arising out of, or relating to this Agreement, or any breach thereof, shall be decided in a court of law, with exclusive venue of such actions in the state court sitting in Palm Beach County, Florida, except as may otherwise be determined by the Owner. Notwithstanding the foregoing, prior to instituting litigation, the parties may submit the dispute to non-binding mediation in Palm Beach County, Florida.

## ARTICLE 8

### TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be adjusted by the Owner to provide for reasonable expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by



the Owner for more than 180 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Subject to the Owner's rights under Article 9, Paragraphs 9.11 and 10.5.1 of this Agreement, failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 Subject to the Owner's rights under Article 9, Paragraphs 9.11 and 10.5.1 of this Agreement, if the Owner fails to make payment when due the Architect for undisputed, full and properly documented services and expenses, the Architect may, upon seven (7) days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 This Agreement may be terminated by the Owner for convenience at any time, and the amount due and owing the Architect shall be fees for services rendered up to the date of termination together with reimbursables. However, the Architect shall not be entitled to lost profits for uncompleted work.

8.7 The Owner has the right to require the Architect to remove any Project Design Team Member from the Owner's Project.

## **ARTICLE 9**

### **MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

9.2 Terms in this Agreement shall be consistent with those provided in the "Standard Form of Agreement Between Owner and Construction Management at Risk Services Section (00700)."

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the "Final Certificate for Payment" for acts or failures to act occurring after Substantial Completion, unless otherwise provided by law.

9.4 Owner and Architect waive all rights against each other and against the Contractors, Consultants, agents and employees of the other damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the "General Conditions of the Contract for Construction" (00700). The Owner and Architect each shall require similar waivers from their Contractors, Consultants and agents.

9.5 Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the project.

9.10 This Agreement shall comply with the provisions of the "Consultants' Competitive Negotiations Act", Chapter 287.055, Florida Statutes, as amended.

If the total paid to the Architect and its Project Consultants exceeds \$60,000.00, the following provisions shall apply:

- (a) The Architect shall execute, and furnish to the Owner, a "Truth-In-Negotiation Certificate" stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.
- (b) The original Contract Price, and any additions thereto, shall be adjusted to exclude any significant sums when the Owner determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and/or other factual costs. Such Contract adjustments shall be made within one (1) year following end of contract.

9.10.1 The Architect warrants not to employ or retain any company or person, other than a bona fide employee working solely for the Architect, Professional Land Surveyor and Mapper or Professional Engineer, to solicit or secure this Agreement, and that he has not paid, or agreed to pay, any person, company or corporation, individual or firm, other than a bona fide employee working solely for the Architect, Registered Land Surveyor, Landscape Architect or Professional Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon, or resulting from, the award or making of this Agreement.

9.11 The Owner reserves the right to unilaterally set off from any Architectural request for payment such amounts for the Architect's errors and omissions, as determined by the Owner, after meeting with the Architect. The Architect shall retain all rights to assert a claim to recover any amount so withheld. The Architect recognizes that this right of offset is a material inducement to the Owner entering into this Agreement. Withholding any monies herein shall not be deemed a default by the Owner under this Agreement.

9.12 If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, then said provision shall be deemed stricken from said Agreement as if it never existed; however, all other terms and conditions shall remain enforceable and all other provisions in accordance with this Agreement.

9.13 This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same.

9.14 The School Board encourages participation by Minority/Women's Business Enterprise (M/WBE) firms. The School District also encourages all professional associations/firms to provide the maximum practicable opportunity for participation by M/WBE's in joint ventures for acquiring of contractual services with the School District.

#### 9.15 Background Checks

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contacts with children or any student of the School District, or who will have access to or

- control of school funds must be fingerprinted and background checked. Vender agrees to have all such personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department at the sole cost of Vendor. If Vendor can demonstrate to the Purchasing Department that it is not practical to have fingerprinting done by the School District's Police Department, Vendor will be permitted to have the fingerprints and clearance done by another appropriate agency with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District. The School Board, nor its members, officers, or agents shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent nor representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statute 435.04 will be employed in the performance of this contract.

## **ARTICLE 10**

### **PAYMENTS TO THE ARCHITECT**

#### **10.1 DIRECT PERSONNEL EXPENSE**

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits.

#### **10.2 REIMBURSABLE EXPENSES**

10.2.1 Reimbursable Expenses are expenses in addition to those incurred as part of Basic Services and include expenses incurred by the Architect and Architect's employees and Consultants in the interest of the Project. Reimbursable expenses, allowed by the Owner, are identified in (but not limited to) the following clauses:

1. Expenses in connection with providing services outlined in Article 1, Paragraph 1.1.8 of this Agreement.
2. Expenses in connection with providing Additional Services outlined in Article 3, authorized in advance by the Owner in writing.
3. Expenses in connection with authorized out-of-county travel and long-distance communications. All expenses herein shall be reasonable and subject to the Owner's approval.
4. Expenses, if authorized, for reproductions, postage and handling of drawings, specifications and other documents.
5. Expenses for overtime work, if authorized in advance by the Owner in writing.
6. Expenses for renderings, models and mock-ups, if authorized in advance by the Owner in writing.
7. Expenses for Professional Responsibility Insurance and additional insurance coverage or limits requested by the Owner in excess of that required in Article 12 of this Agreement.

#### **10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

10.3.1 An initial payment as set forth in Paragraph 11.1.1 is the minimum payment under this Agreement.





- 11.1.2 Where compensation is based on a lump sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable. Progress payments for each Phase shall be based upon the completion dates specified in Article 6 of the Supplemental Conditions. Compensation shall be paid based upon the extent of services performed for each Phase.

Schematic Design (Phase I)	percent (15%)
Design Development (Phase II) .....	percent (20%)
Construction Documents (Phase III) .....	percent (40%)
Bidding or Negotiation (Phase IV).....	percent (5%)
Construction Administration (Phase V) .....	percent (18%)
Acceptance of the Certificate of Final Inspection.....	percent (2%)

**11.2 COMPENSATION FOR ADDITIONAL SERVICES**

11.2.1 For project representation beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

Compensation shall be in accordance with the Hourly Fee Schedule outlined in Article 5, Paragraph 5.4 of the Supplemental Conditions and subject to the Owner's desired level of representation.

11.2.2 Services of the Architect, authorized by the Owner and beyond the Basic and Additional Services outlined herein, shall be compensated in accordance with the Hourly Fee Schedule outlined in Article 5, Paragraph 5.4 of the General Conditions.

11.2.3 Services of the Architect's Consultants authorized by the Owner and beyond the Basic and Additional Services outlined herein, shall be compensated in accordance with the direct hourly expense for such services plus a multiple of 1.10 times the amounts billed to the Architect for such services.

**11.3.1 REIMBURSABLE EXPENSES**

11.3.1 For reimbursable expenses, as described in Paragraph 10.2, the Architect shall be compensated for such expenses plus a multiple of 1.10 times the amount incurred by the Architect for such expenses acceptable to the Owner.

**ARTICLE 12**

**INSURANCE REQUIREMENTS**

12.1 The Architect shall, throughout the period covered by this Agreement, be required to carry Professional Responsibility Insurance for their design practice and provide the Owner with a copy of the binder for coverage before final execution of the Agreement can occur. For projects with an estimated construction cost of less than \$5,000,000.00, the Architect shall maintain general Professional Responsibility Insurance in an amount not less than \$1,000,000.00. For any project with an estimated construction cost of more than \$5,000,000.00, the Architect shall be required to maintain general Professional Responsibility Insurance in an amount not less than that outlined below. The Architect may, as directed by the Owner, be required to provide project specific Professional Responsibility Insurance in the amount specified below. All deductible amounts are the responsibility of the Architect. The Architect shall deliver the "Certificate of Insurance" within 10 days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company B+ or higher rated with a Financial Size Category of V or grater, approved by the Insurance Commission to do business in the State of Florida. A Project Specific policy shall include a discovery period for reporting claims of not less than sixty (60) months from the date of the Architects "Certificate of Final Inspection" under Paragraph 2.6.19.

**REQUIRED PROFESSIONAL RESPONSIBILITY INSURANCE COVERAGE AMOUNTS**

<u>Construction Cost</u>	<u>Required Coverage</u>	<u>Maximum Deductible</u>
Up to \$5,000,000.00	\$1,000,000.00	\$ 25,000.00
\$5,000,001.00 to 10,000,000.00	\$2,000,000.00	\$ 50,000.00
\$10,000,001.00 to \$20,000,000.00	\$3,000,000.00	\$ 50,000.00
\$20,000,001.00 and UP	\$5,000,000.00	* \$100,000.00

**\*Deductibles in excess of \$50,000.00 must be bonded by a surety bond.**

12.2 As a Basic Service, the Architect shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage for owned, hired and non-owned vehicles. The Architect shall also maintain General Liability Insurance in an amount not less than \$1,000,000.00 and Statutory Workers' Compensation to include Employer's Liability Insurance with limits not less than \$200,000.00 per accident. With the exception of Worker's Compensation, all required coverages shall specify the Owner as an additional insured and reference the project number and applicable deductibles and shall also provide 30 days written notice prior to cancellation or any other change. The Architect shall submit "Certificates of Insurance" to the Owner upon execution of this Agreement demonstrating that the required coverage is bound. This applies to everyone regardless of State exemption status.

12.3 The Architect shall perform no services under this Agreement until the Owner has approved the "Certificates of Insurance," policy or policies, and/or endorsements required under Paragraph 12.1 and 12.2 and a "Notice to Proceed" is issued.

12.4 The Architect shall provide the Owner with copies of all subcontracts or agreements between the Architect and its Consultants which shall include the following provisions:

- a) For projects with probable Construction Costs less than \$5,000,000.00, each Consultant shall carry General Professional Responsibility Insurance providing coverage of not less than \$500,000.00, with not more than a \$25,000.00 deductible, and which meets all other requirements of Article 12.1 of this Agreement; or
- b) For projects with probable Construction Costs exceeding \$5,000,000, each Consultant shall carry General Professional Responsibility Insurance providing coverage of not less than \$1,000,000.00, with not more than a \$25,000.00 deductible, and which meets all other requirements of Article 12, Paragraph 12.1 of this Agreement; and
- c) Each Consultant shall provide the insurance coverages specified in Article 12, Paragraph 12.2 of this Agreement; and
- d) Each Consultant agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Agreement, and if the Consultant agreement provides for arbitration of disputes, it will except from the scope of the arbitration agreement any claims, demands causes of action, or disputes which relate to or arise from, in whole or in part, alleged professional malpractice, errors or omissions by such Consultant; and
- e) Each Consultant agreement shall provide for a waiver of subrogation by the Architect, unless or until the Owner has been fully compensated for any damages alleged to have been caused or contributed to, in whole or in part, by such Consultant.

12.4.1 All Consultants providing professional services to the Architect will also be required to provide their own insurance coverage as required under Article 12, Paragraphs 12.1 and 12.2 of this Agreement.

12.4.2 Heating, Ventilation and Air Conditioning (HVAC) Consultants will be required to maintain General Professional Liability Insurance of not less than \$2,000,000.00 per project on any project valued in excess of \$2,000,000.00.

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- 12.4.1.2 Landscape, Kitchen and Interior Design Consultants will be required to maintain General Professional Responsibility Insurance of \$500,000.00. When the construction value of the Landscape work is less than \$100,000.00, the landscape consultant need only maintain \$300,000.00 in Professional Responsibility Insurance.

12.5 The Architect shall provide the Owner with copies of each of the Architect's Consultants' "Certificates of Insurance," policies and/or endorsements upon the execution of each individual Consultant agreement.

12.6 In the event that Consultants, used by the Architect, do not have insurance or do not meet the insurance limits, the Architect shall indemnify and hold harmless the District for any claim in excess of the Consultants' insurance coverage, arising out of negligent acts, errors or omissions of the Consultant.

**END OF SECTION**

IN WITNESS WHERE OF, the parties hereto have executed this Agreement the day and year first written above.

ARCHITECT:

THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

Project Name: Wellington Elementary School  
Classroom Addition

Project No: 1671-8307

**SONG & ASSOCIATES, INC.**

Company

By: YOUNG SONG, President  
Name (print) Title

[Signature] 11/22/06  
Signature Date

Attest: CAROLE MAYER Executive Assistant  
Name (print) Title

[Signature] 11/22/06  
Signature Date

\_\_\_\_\_ Chairman

\_\_\_\_\_ Date

\_\_\_\_\_ Superintendent

\_\_\_\_\_ Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

[Signature]

Digitally signed by Kathryn Jacques-Adams  
DN: cn=Kathryn Jacques-Adams, o=US, ou=SDPBC, ou=Legal Services, email=kadams@palmbeach112.com  
Location: Song & Associates, Inc., Wellington Elementary School Classroom Additions, Project No 1671-8307  
Date: 2006.11.21 16:57:33 -0500

\_\_\_\_\_  
School District Attorney

\_\_\_\_\_ Date

(CORPORATE SEAL)

(SEAL)



**SUPPLEMENTAL CONDITIONS AND PROCEDURES  
OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

**Procedural Overview**

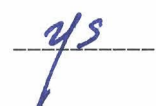
The following supplementary conditions and procedures are provided to supplement the Standard "Form of Agreement Between Owner and Architect" and instruct Architects and Engineers engaged to design capital projects for the School District of Palm Beach County. Architects and Engineers shall follow all of the procedures and requirements included herein. These procedures are subject to periodic revision and all Architects and Engineers will be furnished with updated versions of these procedures as they are issued.

"These Supplemental Conditions and Procedures are presented with the architectural discipline as the prime consultant. However, when the consultant is an Engineering firm, the word "Engineer(s)" may be interchanged (or substituted for) with the word, "Architect(s)" in the context that is applicable to the consultant selected to perform the specific services outlined in the Scope of Services for the specific contract.

When articles and/or sections of these Supplemental Conditions and Procedures are determined to be not germane to the project as identified in Section 1.2 (General Scope of Work), they shall be considered "Not Applicable," and shall be so noted prior to the execution of the Agreement Between Owner and Architect/Engineer to which the Supplemental Conditions and Procedures are made a part by reference."

**Project Development Requirements**

1. Design school sites and buildings that are functional and planned to meet all the requirements of the program, as specified in the Educational Specifications and provided during the plan review of each phase.
2. That the campus and facilities be aesthetically pleasing, offer a quality learning environment, and be designed to withstand heavy use and abuse by children and employees of the Owner.
3. Develop these projects in the most financially economical manner with careful evaluation for life-cycle costing of materials, prevailing values in the market place, materials or methods and creation of a bidding environment which creates unbiased competition.
4. Adhere to the Building Department standards and its review of submitted documents. Establish and maintain a positive working relationship with the DOE and other regulatory groups associated with the project.



**GENERAL CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

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## ARTICLE 1

### GENERAL CONDITIONS AND INSTRUCTIONS

#### 1.1 AGREEMENT EXECUTION AND NOTICE TO PROCEED

1.1.1 The Architect shall not begin any services until execution of the signed Agreement is approved by the School Board and the Contract Administrator has issued a written, "Notice to Proceed". Copies of "Notices to Proceed" will be sent to the Architect and the Departments of Program Management and Building.

1.1.2 Before a "Notice to Proceed" is issued, the Architect shall execute the "Standard Form of Agreement between the Owner and Architect" and return it to the Department of Purchasing-Construction along with the following:

- A. The Architect's Certificates of Insurance
  - 1. Professional Liability and a copy of the policy
  - 2. Auto
  - 3. General Liability
  - 4. Worker's Compensation
- B. Each Consultant's Certificates of Insurance
  - 1. Professional Liability (Engineers only)
  - 2. Auto
  - 3. General Liability
  - 4. Worker's Compensation
- C. AIA Document G807 - Project Directory
- D. Statement that Consultants are retained, as outlined in the Architect's Agreement with the School District.
- E. Copies of executed Agreement with each Consultant
- F. Certificate to conduct business in State of Florida
- G. Conflict of Interest (if applicable)(Sealed and Notarized)
- H. Truth in Negotiation Statement (Sealed and Notarized)

#### 1.2 GENERAL SCOPE OF WORK

1.2.1 For the design of a new school plant, the Architect is responsible for the design of the buildings and site improvements, normally accomplished under a single Agreement. Design will include built-in casework and equipment. Furniture will be purchased and installed by the Owner. Site improvements include drives, parking, yard lighting, site drainage, utilities, sprinkler system, sodding, seeding, play-courts, backstops, landscaping, fencing, and communications system.

1.2.2 For the design of an addition or remodel to an existing school plant, the Architect is responsible for designing the building, including built-in casework and equipment; site improvements, including drives, parking, yard lighting, site drainage; and restoration of existing finished sitework damaged during construction.

1.2.3 In all cases, the Architect is responsible for coordinating the work necessary for installation of equipment purchased by the Owner.

#### 1.3 OWNER REPRESENTATIVES

1.3.1 General - The School District has representatives for various functions related to the fulfillment of the Architect's services. The Architect and its Consultants shall communicate with the appropriate representatives in the fulfillment of this contract.

- 1.3.2 Architect/Owner Agreement Negotiations and Execution - The School District representatives shall be the Departments of Purchasing-Contracting and Program Management.
- 1.3.3 "Professional Services Supplement" - Through the Bidding Phase - The School District representative shall be the Department of Program Management.
- 1.3.4 "Professional Services Supplement" - Construction Administration through Completion - The School District representative shall be the Department of Program Management.
- 1.3.5 Document Review, Permitting and Inspection - The School District representative shall be the Department of Building.
- 1.3.6 Bidding Advertisement, Pre-Bid Meetings, Bid Opening and Project Award - The School District representative shall be the Department of Purchasing-Construction.
- 1.3.7 Design Service Invoicing - Through the Bidding Phase - The School District representative shall be the Department of Program Management.
- 1.3.8 Design Service Invoicing - Construction Administration through Completion - The School District representative shall be the Department of Program Management.
- 1.3.9 Construction Administration - The School District representative shall be the Department of Program Management.
- 1.3.10 Project Closeout, DOE Certificate of Occupancy Submission and Final Payment - The School District representative shall be the Department of Program Management.

#### **1.4 CODES AND REGULATIONS**

- 1.4.1 The Architect shall follow the requirements of all applicable codes, regulations, and ordinances.

#### **1.5 MATERIAL SELECTIONS**

- 1.5.1 The Architect shall adhere to the School District's goal to construct quality facilities and build economically from the standpoint of initial cost, life-cycle cost and maintainability. Material selections shall be based not only on quality and availability, but also on simplicity of installation and proven adaptability for use in South Florida.

#### **1.6 COMPETITIVE BIDDING**

- 1.6.1 The Architect shall select materials and equipment without eliminating competition. The Architect shall specify that requests for material and equipment approvals shall be submitted in time to permit identification of approved products and issued by contract document addendum 14 days prior to the scheduled bid date.

#### **1.7 USE OF EXISTING DRAWINGS**

- 1.7.1 The School District may lend drawings of existing schools to Architects performing remodel or addition services on a project. The Architect shall sign a release and may be required to make a deposit assuring that all drawings will be returned in good condition. Any damage resulting from the Architect's use of these record drawings will be deducted from the Architect's deposit.

#### **1.8 COLOR, TEXTURE & FINISH SELECTIONS**

- 1.8.1 The Architect shall prepare two (2) complete identical color, texture and finish selection boards and schedules, including samples of materials recommended for use and submit coordinated illustrations for review and approval by The Department of Program Management-Architect Services.

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## **ARTICLE 2**

### **PROGRAMMING AND ESTIMATING.**

#### **2.1 EDUCATIONAL SPECIFICATIONS**

2.1.1 One (1) copy of the Educational Specifications will be furnished to the Architect for their use. The Architect shall provide all of the Educational Specifications requirements within the Construction Budget. If, due to extraordinary budgetary constraints, variations from Educational Specifications are required, the Architect shall outline, in writing, reasons why the requirements cannot be met and submit it to the Department of Program Management for approval. If the Owner representatives concur with the Architect, then the Educational Specifications and/or construction budget will be amended by appropriate School District personnel and formal notification of the decision will be issued to the Architect.

#### **2.2 DISTRICT MASTER SPECIFICATIONS**

2.2.1 The latest version of the District Master Specifications will be furnished to the Architect, on a computer disk, for their use in preparing contract documents.

2.2.2 These documents outline specific needs of the School District, and the Architect shall comply with the requirements contained therein as closely as possible within the project budget. If variations from the Guidelines are necessary, the Architect shall outline, in writing, reasons why the requirements cannot be included and submit them to the Department of Building. Interpretation and clarification will be provided by the Building Department.

#### **2.3 FOOD SERVICE STANDARDS**

2.3.1 Food Service Standards will be included in the Educational Specifications. These standards outline specific needs of the School District and the Architect shall comply during design. If deviations from these standards are necessary, the Architect shall outline, in writing, reasons why the standards cannot be met and submit them to the Departments of Food Services and Building. Review and decision will be provided by the Departments of Food Services and Building.

#### **2.4 COST CONTAINMENT**

2.4.1 The Architect shall keep the cost of the project within the Construction Budget established by the School District.

## **ARTICLE 3**

### **CONTRACT ADMINISTRATION**

#### **3.1 MEETINGS**

##### **3.1.1 PRE-CONSTRUCTION MEETING**

3.1.2 After the construction contract is awarded by the School District, the Department will arrange a meeting with the Project Architect, School Principal, Facility Manager, Project Manager, Building Department, Contractor and major Subconsultants to review the project and discuss procedures.

##### **3.1.3 MONTHLY PROGRESS MEETINGS**

3.1.4 A Progress Meeting shall be held on the job site at least twice a month with the Architect, Engineers (appropriate to the stage of construction as determined by the School District's Project Manager), Contractor, subconsultants, and Facility Manager. The purpose of the meeting is to review the job schedule, to expedite and coordinate all work, and to avoid delays in job progress. At the beginning of the job a regular time and date shall be established for this monthly meeting. The Architect is responsible for sending reminder notices. The Architect is also responsible for, generation and distribution of minutes.

## **3.2 CONTRACT CHANGES - GENERAL CONTRACTOR**

### **3.2.1 TIME OF COMPLETION**

3.2.2 The Architect will review requests for extension of time submitted by contractor in accordance with the General Conditions of the Form of Agreement Between Owner and Construction Management at Risk Services. The Architect shall recommend the number of days, if any, to be approved, and submit within 10 days to the Department of Program Management, in writing, together with sufficient back-up material to justify the change. Final Disposition of the request for extension of time will be provided by the Department of Program Management.

### **3.2.3 CONTRACT AMOUNT**

3.2.3.1 If specified equipment or materials are not available, the Contractor shall make a written request to the Architect stating the reasons for substitution together with descriptive material of the substitution and the change in cost, if any.

3.2.3.2 Substitutions will not be submitted for Change Order approval by the Board, however, unless one (1) of the following conditions prevails:

3.2.3.2.1 The proposed equipment or material is a superior product, and no additional cost is incurred.

3.2.3.2.2 The proposed equipment or material change is initiated by the Owner.

3.2.3.3 When a situation arises in the field requiring a change in construction, the Architect shall request the Contractor for an itemized cost, prepared in accordance with the General Conditions. The Architect shall review and make a written recommendation, in accordance with Florida Statute 235.321.

3.2.3.4 Items requiring placement on the School District Agenda must be submitted a minimum of 45 days before the scheduled meeting date.

## **3.3 CONSTRUCTION PROGRESS AND PAYMENTS**

### **3.3.1 REPORTS**

3.3.2 The Architect shall prepare a bi-monthly narrative report which includes the status of the Work, percentage of completion, any possible claims for extra work or pending CCD's/change orders and any problems that exist. This report can be used to confirm any minor changes that were made in the field by the Architect, and to request information.

3.3.3 If authorized by the Owner, the Architect's Project Representative shall prepare a written, daily Progress Report. These reports shall be submitted once a week to the Department of Program Management.

### **3.3.4 SUBSTANTIAL COMPLETION**

3.3.5 Substantial Completion is when the building is usable for the purpose intended, life safety systems are operational, all major work is completed, a Temporary or Final Certificate of Occupancy has been issued and only minor items have been identified and remain to be corrected.

3.3.6 On the contracted Substantial Completion date, the Architect shall inspect the project and notify the Department of Program Management in writing, whether or not the project is substantially complete. All outstanding items must be documented, and the Department of Program Management must be notified, in writing, within 72 hours.

### **3.3.3 PAYMENTS TO CONTRACTORS**

3.3.3.1 Contractor "Requests for Payment" shall be submitted in accordance with the General Conditions of the Agreement Between Owner and Construction Manager.

3.3.3.2 Five (5) copies of properly completed "Application and Certification for Payment (AIA G702/703)" and monthly M/WBE Subconsultants Utilization Report (M/WBE Form 4) for forms with signatures and corporate seal shall be submitted to the Architect for review and certification. The Architect must verify that figures are correct and that the Contractor is entitled to the certified amount; sign; seal; and submit promptly to the School District Project Manager for review. Improperly prepared requests will be returned with explanation.

3.3.3.3 Meetings to review monthly requests will be scheduled in advance and attended by the General Contractor, the Architect and Owner's Representative.

3.3.3.4 The Architect will verify all partial releases of lien are in order and match to payment made with previous invoice. This shall not include verification of "Notice to Owners."

## **3.4 CLOSE-OUT**

### **3.4.1 FINAL INSPECTION**

3.4.2 The Contractor must notify the Architect, in writing, when the project is ready for Final Inspection. The Architect will notify the Building Department and Program Management, in writing, to arrange for Final Inspection and prepare a "punch list."

3.4.3 The Architect shall receive from the Contractor and deliver all keys, spare parts, materials, etc., to the School District Project Manager properly tagged and identified for distribution. A date, agreed to by all parties, shall be established for completing all items on the "punch list."

3.4.4 If the Contractor calls for Final Inspection and building is not ready, no Final Inspection nor final punch list shall be made.

3.4.5 Portions of buildings ready for use may be handled separately, but each part of the building must be inspected as an entity. Upon notification by the Contractor that the final punch list has been corrected, the Architect shall arrange for a re-inspection.

3.4.6 The Architect shall notify the Department of Program Management in writing, when the punch list items are 100% corrected, and submit four (4) original copies signed and sealed, (FORM 209) of the Certificate of Final Inspection.

### **3.4.2 FINAL DOCUMENTATION**

3.4.2.1 When the project is 100% completed, the Architect shall submit the following to the School District Project Manager:

3.4.2.2 One (1) set of completed "Record Drawings" on mylar reproducible material.

3.4.2.3 Copies of roof warranty, operating manuals, instructions and warranties for all equipment and maintenance instructions.

3.4.2.4 Complete list of equipment installed in the project, the names of their manufacturers and associated values.

3.4.2.5 Schedules for maintenance, stating type of service and frequency, for each piece of equipment in the heating, ventilating and air conditioning system.

3.4.2.6 One (1) year written warranty for project by the Contractor

3.4.2.7 Project Record Drawings, supplied on mylars and edited to include the final drawings, addendum (a), Architect Supplemental Instructions, responses to Request for Information proposal, CCD's, change orders, submittal changes and as-builts conditions, are to be supplied by the Architect to the Building Department. The Architect shall supply Record Drawings in CADD form acceptable to the Building Department. The CADD System drawing files furnished to the Owner shall not be released by the Owner for use by other Architects and Engineers, except in cases of future additions or remodels. The Architect shall not be liable for changes, additions, modifications and/or deletions made by the Owner and/or their representatives to CADD System drawing files.

• 3.4.2.8 Project Record Specifications, which include addendum (a), proposal requests, CCD's, change orders, submittal changes and "as-built" specification changes are to be supplied -- an original copy and 3.5" disk(s) shall be provided.

3.4.2.9 All text documents to be submitted as electronic media as directed by the School District.

### **3.4.3 FINAL PAYMENT**

3.4.3.1 Upon submission of "Request for Final Payment," the General Contractor shall submit a final requisition requesting payment of retainage, together with final notarized release of liens from all subconsultants and the prime Contractor, as well as "Consent of Surety." The Architect shall review the same and make their recommendations for acceptance and final payment in accordance with the terms and conditions specified in the contract documents. This is to include, but not be limited to: CCD's/change orders, assessments for liquidated damages, assessments for non-conforming or non-completed work or credits to Owner or Contractor.

**3.4.3.2 The School District Project Manager shall, upon receipt of the Architect's recommendations, review same and prepare a written recommendation for official School District's action.**

3.4.3.3 The Contractor shall have the opportunity, upon request of the School District Project Manager, to meet informally with the above-referenced department to further discuss or negotiate the recommendations to the School Board. The Architect may be requested by the School District Facility Manager to attend any meeting and to submit further information and documentation for the School District Facility Manager's consideration.

3.4.3.4 Upon final approval by the School Board, final payment will be made to the Contractor and to the Architect, in accordance with the respective agreements.

### **3.4.4 GUARANTEE**

3.4.4.1 The Contractor shall guarantee all materials and workmanship for at least a period of one (1) year from the date of substantial completion. No less than 30 days before expiration of this period of guarantee, the Architect shall arrange to inspect the building with the Contractor, School District Project Manager and the Principal. The Architect will prepare a list of items to be corrected by the Contractor before the guarantee expires.

## **ARTICLE 4**

### **BUILDING PERMIT DOCUMENTATION REQUIREMENTS**

#### **Purpose:**

The Procedure outlined below establishes the requirements for applying to the School District of Palm Beach County's (SDPBC) Building Department for a construction permit to construct a School District building.

#### **Scope:**

The Procedure outlined provides information on the requirements for submitting documents to the SDPBC's Building Department for obtaining permits and submitting revised documents to permitted projects.

#### **Procedure:**

The attached document "Permit Documentation Requirements" is organized in the following way:

- General requirements
- **Phase I Documents** – Schematic Design
- Phase II Documents – Design Development
- Foundation Only Permit – Minimum Requirements
- Shell Only Permit – Minimum Requirements

- Phase III – Complete Building Permit
- Appendix "A" (Sample Sheet Index Format)

## GENERAL REQUIREMENTS

- A. The Architect and Engineer are responsible for all design, construction plans and specification submittals conforming to all Building Codes and District requirements.
  1. A permit issued is construed only as a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of any code or District requirement.
  2. The issuance of a permit shall not prevent the building official from requiring the correction of errors in plans, construction, or violations of any code or district requirement.
- B. The Architect and Engineer shall thoroughly check and coordinate the design notebook, drawings, specifications, and other documents prior to submittal. Code compliance and quality control is the responsibility of the Architect and Engineer.
- C. All submittals shall include:
  1. A transmittal letter, listing all documents included in the submittal, and the reason or scope of work.
  2. A submittal for permit shall include a completed permit application specifying the proposed work.
  3. A minimum of two sets of signed, dated, and sealed plans and specifications. (Phase I & II submittals may be unsealed)
- D. Plans submitted to the Building Department shall have an up-to-date index on one of the first sheets in the set.
  1. Submit revised index with each submittal.
  2. One index for all disciplines.
  3. Site index sheet shall match office copy.
  4. Provide the following as the minimum: Sheet Number, Title, Original Date, Latest Revision Number, Latest revision Date, Building Department Approval Date. (See Appendix "A" for sample)
- E. Set of plans shall contain the following information, at a minimum:
  1. Building set backs.
  2. Occupancy classifications.
  3. Physical Properties of the building: Area per floor, total area, height, grade elevation, type of construction, etc.
  4. Required parking and provided parking.
  5. Required plumbing fixture count and provided count.
  6. Table 500 & 600 requirements.
  7. Maximum Occupancy Loads of all rooms or spaces with a capacity of 50 or more.
- F. All plans shall be legible and properly labeled. Font size of any text shall be at least 10-pt.
- G. The Building Department reviews the submitted documents for compliance to building codes and district requirements, and provides written review comments for any variations found during the review process. The review comments for a project are consecutively numbered through the entire review process, using the following numbering system:
  1. Architectural - A1, A2, etc.
  2. Civil - C1, C2, etc.
  3. Systems - D1, D2, etc.
  4. Electrical - E1, E2, etc.
  5. Fire Code - F1, F2, etc.
  6. HVAC - M1, M2, etc.
  7. Plumbing - P1, P2, etc.
  8. Structural - S1, S2, etc.
- H. The Architect/Engineer shall correct all comments in "G" above marked with an asterisk (critical life safety/accessibility issues) prior to a permit. Any non-asterisk comments remaining after the permit is issued must be corrected within 30-days.
- I. The building department shall retain all documents until all the permit requirements are satisfied. The building department then notifies the Architect/Engineer to assemble two complete sets of documents for permit. One will remain with the building department, and the other set goes to the job site.



- J. The Architect, Engineer and the District's Building Department may schedule periodic meetings to facilitate the review process.
- K. The Architect and Engineer shall provide:
  1. A written response addressing each District comment, using the corresponding numbers consistent with the review comments.
  2. Plan revisions clouded and marked per industry standards.
  3. The plan index updated identifying all revisions.
- L. The Architect and Engineer shall use the edition of the District's Design Criteria, Education Specifications, and District Master Spec issued at the time of the contract.
- M. The Architect and Engineer shall review the project scope provided by the District, and complete the project accordingly. Include the scope of work on one of the first sheets in the set of plans submitted to the Building Department.
- N. Plans shall be drawn or printed on 24" x 36" or 30' x 42" vellum or white prints (blue or black lines), and all plans in the set shall be the same size.
- O. North Arrow. The direction of the referenced north arrow shall be either up (toward the top of the sheet) or to the right. Once the architect has established the north arrow direction, all consultants shall follow using the same orientation for their plans.
- P. Provide a key plan in the right hand portion of the page, the same place on each page. Clearly identify which portion of the campus this page represents.
- Q. Provide a set of as-built documents on compact disks in both a TIF format and AutoCAD 2000 format at the end of the project, but before final certificate of occupancy.
- R. The Architect or Engineer shall copy the Building Department on all Architects' Supplemental Instructions (ASI) for changes to code-related items on permitted plans (Foundation, Shell, Final, etc). If the ASI is non-code related, provide list of those ASI's. All plans shall be full size. The documents will be reviewed and one set returned to the Architect/Engineer and one retained with one of the following:
  1. For information only, shell only, complete set, or other appropriate permit type.
  2. Respond to comments and resubmit, or
  3. No comment.
- S. Plans submitted after the initial set and letters of response, shall be marked by the Architect/Engineer "Revised Construction Documents" with the name of the job.
- T. Multiple submittals, revisions and corrections, require the Architect to properly reassemble the building departments set of plans.
- U. To expedite the construction project, the Building Official may issue "Conditional Permits". Limits and conditions of the permit shall be listed next to the permit stamp.

## PHASE-I DOCUMENTS - SCHEMATIC DESIGN

- A. Submit two sets of plans marked "NOT FOR CONSTRUCTION" for review and comment, one set will be marked in red and returned to the architect.
- B. Civil requirements.
  1. Boundary and topographic survey indicating existing and proposed grades.
  2. The location of all structures (proposed and existing), parking lots, bus and car loops, play fields, athletic fields, roads, fire lanes, fire hydrants, minimum floor elevations, retention areas, fences, walk ways, and flood zone and required finished elevations.
  3. All adjacent roads, emergency access, sidewalks, canals, other bodies of water, and use of adjacent land.
  4. Geotechnical engineers report (may be preliminary report).
  5. Evidence that required environmental studies are completed and sensitive site areas identified as required by Chapter 1013, Florida Statutes.
- C. Architectural requirements.
  1. Floor plan(s) indicating all spaces and relationships.
  2. Life safety plan with all exits, fire rating of walls, smoke barriers, exiting system, travel distances, other life-safety features.
  3. Preliminary exterior elevations.



- b. Information on existing systems shall include type of system, location of system main panel or terminal cabinet, spare capacity.
- F. HVAC requirements.
- 1. Design notebook
    - a. Design notebook format.
      - i. Letter size, in 3-ring binder with identification on the front and binder.
      - ii. Table of Contents.
      - iii. **Organize notebook** into appropriate sections with tabs for each AHU.
      - iv. Identify notebook as:  
 PHASE-II HVAC DESIGN NOTEBOOK  
 PROJECT NAME  
 SDPBC PROJECT NUMBER  
 DATE
    - b. Provide copy of phase-II OEF 208a (Facility Space Chart) and the phase-II furniture floor plan from the Architect. Showing the following data.
      - i. Room by room people count. (Students and staff).
      - ii. Room by room equipment load, with diversity.
      - iii. Outdoor air CFM/person.
      - iv. Unoccupied rooms without equipment loads (i.e. toilets, custodial closets, storage rooms, etc.) may be left blank.
      - v. CAUTION: The people count for the load program calculating cooling loads and outdoor air CFMs may be different than those used by the Architect to determine exit requirements.
    - c. Submit preliminary computerized HVAC load calculations in accordance with ASHRAE's methodology. Submit computerized printouts for both input data and output data.
    - d. Select major HVAC equipment based on preliminary load calculations, i.e. chillers, cooling towers, central station AHUs, CHW pumps, CW pumps, condensing units, rooftop units, etc. Submit catalog data for this equipment.
      - i. **Submit Life Cycle Cost Analysis (LCCA) in accordance with Department of Education requirements, 1999 SREF 5.3(15)(c)1.**
      - ii. Submit Florida Energy Efficiency Code (FEEC) Form 400 in accordance with Florida Building Code.
  - 2. Drawings.
    - a. Submit conceptual HVAC design. Show major system components, main and branch ductwork, etc. In Design Development, Phase-II, single line ductwork plans are acceptable. The conceptual HVAC design must include the following systems:
      - i. **Supply air systems: For VAV systems show high velocity duct from the AHU to each VAV box. For constant volume systems, show main and branch ducts from the AHU.**
      - ii. Return air systems: Show main and branch ducts to AHU.
      - iii. Exhaust air systems: Show main and branch ducts.
      - iv. Outdoor air systems: Show outdoor air system (fan powered or gravity).
      - v. Relief air systems: Show relief air system (gravity type preferred or fan powered).
      - vi. Typical classroom floor plan for supply air and return air systems.
    - b. Size MERs for proper service access based on preliminary equipment selections. Coordinate mechanical room size, and other requirements with the Architect.
    - c. Size the chiller plant based on preliminary equipment selections, and provide minimum clearances. Coordinate location on site with the Architect to minimize noise levels at the school property lines.
    - d. Show routing of main chilled water lines from plant to building(s) and to each AHU room within the building(s). Single line plans are acceptable.
- G. Plumbing requirements.
- 1. Phase-II documents are not required.
- H. Specification requirements.
- 1. Outline giving general descriptions.

## FOUNDATION ONLY PERMIT - MINIMUM REQUIREMENTS.

- A. Civil site plan showing the location of all buildings, parking lots, play fields, athletic fields, roads, fire lanes, minimum floor elevations, retention areas, and flood zone.
- B. Provide a boundary and topographic survey indicating existing and proposed grades.
- C. Geotechnical engineers report.
- D. Provide a copy of the South Florida Water Management District permit.
- E. Foundation plan, indicating everything required for placement of footing, piles, grade beams, columns, and foundations.
  - 1. Include all details relating to the foundation.
  - 2. Provide footing and foundation schedules.
  - 3. Specifications related to foundation.
- F. Detailed structural plans and specifications indicating the extent of work covered by the foundation permit.
- G. Detailed electrical and systems plans and specifications indicating the extent of work covered by the foundation permit. (Underground conduits, electric rooms, generator, service and panel size.
- H. Detailed plumbing and HVAC plans and specifications indicating the extent of work covered by the foundation permit.
- I. Life safety plan showing.
  - 1. All exits, exit paths, and travel distances.
  - 2. Emergency exit lighting, and exit light locations.
  - 3. Fire ratings of walls, ceilings, floors, doors, and other elements as necessary.
- J. For reference only, in-progress floor, exterior elevations, structural, plumbing, and HVAC plans.
- K. If applicable, provide demolition plans.
- L. A meeting with the Building Department and the architect to discuss the extent of the foundation permit and finalize the documentation requirements.

## SHELL ONLY PERMIT - MINIMUM REQUIREMENTS

- A. Civil site plan showing the location of all building, parking lots, play fields, athletic fields, roads, fire lanes, minimum floor elevations, retention areas, and flood zone.
- B. Provide a boundary and topographic survey indicating existing and proposed grades.
- C. Geotechnical engineers report.
- D. Provide a copy of the South Florida Water Management District permit.
- E. Foundation plan, indicating everything required for placement of footing, piles, grade beams, columns, and foundations.
  - 1. Include all details relating to the foundation.
  - 2. Provide footing and foundation schedules.
  - 3. Specifications related to foundation and the shell.
- F. Detailed structural plans and specifications indicating the extent of work covered by the shell permit.
  - 1. Provide column schedules.
  - 2. Provide beam and lintel schedules.
  - 3. Provide schedules and details relating to joist (floor and roof).
- G. Provide life safety plan. (See requirements under foundation).
- H. Provide architectural plans and specifications indicating the extent of work covered by the shell permit.
  - 1. To include floor plan(s), elevations, details and sections.
- I. Detailed plumbing and HVAC plans and specifications indicating the extent of work covered by the shell permit.
- J. Detailed electrical and systems plans and specifications indicating the extent of work covered by the shell permit.
- K. For reference only, in-progress floor, exterior elevations, structural, plumbing, and HVAC plans.
- L. If applicable, provide demolition plans.
- M. A meeting with the Building Department and the architect to discuss the extent of the foundation permit and finalize the documentation requirements.



## Phase-III - COMPLETE BUILDING PERMIT

- A. Documents - General
  - 1. To be acceptable, Phase-III submittals must address and resolve any Phase-I and Phase-II review comments.
  - 2. Design Notebook, Sign and seal the Table of Contents (2 sets minimum).
  - 3. Specifications, Sign and seal the Table of Contents (2 sets minimum).
  - 4. Drawings, Submit minimum two signed and sealed sets.
- B. Civil requirements.
  - 1. Clearly indicate the buildings removed, demolished, modified, or unchanged.
  - 2. Indicate flagpoles, their location, number, and details.
  - 3. Provide landscape and irrigation plans, include the well and rust removal system.
  - 4. Indicate the location of the concrete slab, fence, and hold-down straps for the gas tanks and pipes. Above ground tanks preferred.
  - 5. Provide details and information for paving, signage, and pavement markings.
  - 6. Indicate the domestic water, fire lines, sanitary sewer, and storm water systems, along with details.
  - 7. Provide a copy of the South Florida Water Management District permit.
  - 8. Provide a letter or approved drawings from the Fire Marshal.
  - 9. Provide approval from solid waste provider of the location and size of the dumpster enclosure. (Must also meet SDPBC requirements).
  - 10. Provide copy of approved site plan from local municipality.
- C. Foundation and structural requirements.
  - 1. Foundation and first floor plan.
    - a. The foundation plan shall identify and locate all piles, footings, walls, and columns with dimensions.
    - b. Indicate top of footing elevations.
    - c. Identify all bearing and non-bearing masonry walls.
    - d. Indicate the location and type of all constructions, contraction, and control joints for the concrete slabs. A note indicating the spacing of the joints will not be sufficient.
  - 2. Second, third, etc., floor and roof framing plans.
    - a. The framing plans shall identify and locate all beams, walls and columns.
    - b. Indicate top of steel elevations.
    - c. Indicate top of concrete elevations.
    - d. Identify all bearing and non-bearing masonry walls.
    - e. Indicate the type, spacing, and location of the steel bar joists.
    - f. Indicate the size, type, and rows of bridging for the steel bar joists.
    - g. Indicate any additional bottom chord bridging for the steel bar joists at first panel point of the bottom chord that is required to resist uplift forces.
    - h. Specify the type, gage, and galvanizing/finish of the metal decks.
  - 3. Section and details.
    - a. Provide ITV pole and foundation calculations.
    - b. Indicate all welds and bolts, connecting and anchoring the steel joists.
    - c. Indicate all steel bearing plates and anchors.
    - d. Indicate concrete anchors. Type, size, location, capacity, and embedment.
    - e. Columns shall indicate the shape, dimensions, location of vertical reinforcing bars and ties.
  - 4. Provide code required load information:
    - a. Roof dead and live loads.
    - b. Floor dead, live, and partition loads.
    - c. Wind loads.
      - i. Roof and wall loads (other than masonry walls).
        - 1) Components and Cladding.
      - ii. A sketch of the structure indicating the wind loads for the components and the zones shall be included in the structural plans.
    - d. Structural notes on plans.
      - i. Safe soil bearing capacity.



- ii. Required concrete strength at 28-day test.
- iii. Reinforcing steel ASTM designation number and grade of steel.
- iv. Concrete cover over the reinforcing steel:
  - Footings      Columns      Beams Stairs
  - Int. slabs    Ext. slabs    Concrete walls
- v. Welded wire fabric ASTM designation number and galvanizing.
- vi. Structural steel ASTM designation number and Yield Strength.
- vii. Structural tubing ASTM designation number and Yield Strength.
- viii. Steel pipe ASTM designation number and Yield Strength.
- ix. Metal deck ASTM designation number, type, gage, section properties, and galvanizing requirements.
- e. Column, beam, and footing schedules and details.
- f. Engineering calculations.
  - i. The plans shall include the following data:
    - 1) Load data for gravity, floor live, and roof live loads.
    - 2) Wind loads, velocity, and building/structure classification.
    - 3) Importance factor.
    - 4) Exposure.
    - 5) Roof and wall zones.
  - g. Any other information pertinent to the foundation design of the building.
  - h. On all projects requiring driven piles, provide a visual record of surrounding structures outside school property. The record shall be before, during, and after the pile driving.
  - i. If threshold building, engineer to provide threshold inspection schedule.
- 5. Architectural requirements.
  - a. Floor plans with dimensions indicating all spaces and relationships.
  - b. All room names and numbers.
  - c. Floor plans and details indicating compliance with the accessibility codes.
    - i. Location of ramps and elevators.
    - ii. Details of ramps.
    - iii. Enlarged floor plans elevations, and details of accessible restrooms.
  - d. Significant details, section, schedules, and notes to indicate how to build the structure and how it complies with the building codes and district requirements.
  - e. Life safety plan with all exits, fire rating of walls, smoke barriers, exiting system, travel distances, other life-safety features.
    - i. Location of exit lights, emergency lights, fire extinguishers, egress windows, and other equipment.
    - ii. The fire alarm system, sprinkler system requirements.
    - iii. Emergency power equipment.
  - f. Interior and exterior elevations.
  - g. Relationships and use of all buildings on site.
  - h. Location of the Enhanced Hurricane Protection Area (EHPA).
- 6. Electrical requirements.
  - a. Electrical Site Plan: This drawing shall at minimum show:
    - i. Power Company Transformer.
    - ii. Main switchgear.
    - iii. Emergency Generator.
    - iv. Distribution panels.
    - v. Fire alarm control panel.
    - vi. ITV tower.
    - vii. Pull-boxes for future portables.
    - viii. Parking lot lighting poles.
    - ix. Location of manholes, pull boxes, duct bank cross sections.
    - x. Security antenna raceway.
    - xi. Telephone service.
    - xii. Cable TV conduit.
    - xiii. Other equipment located outside the building footprint including but not limited to street signs, chillers, and irrigation pumps, lift stations, etc.

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- b. Floor Plans: Provide separate floor plans for lighting, power and Systems.
  - i. Floor plans at minimum shall show:
    - 1) Receptacle outlets and circuiting.
    - 2) Equipment (including HVAC and plumbing), disconnect switches, outlets, junction boxes and circuiting.
    - 3) Special purpose receptacles and circuiting.
    - 4) Fire alarm system devices.
    - 5) Ceiling projector system.
    - 6) Video surveillance system.
    - 7) Card access system.
    - 8) Emergency radio communications system.
    - 9) Emergency lighting, wiring diagram, relays, and circuiting.
    - 10) Exit signs and circuiting.
- c. RISERS: Drawings must include the following risers:
  - i. Normal power.
  - ii. Emergency power.
  - iii. Fire alarm system.
  - iv. Intercom system.
  - v. Television.
  - vi. Telephone.
  - vii. Security
  - viii. Data system.
  - ix. Energy management and control system.
  - x. Ceiling projector system.
  - xi. Video surveillance system.
  - xii. Card access system.
- d. SCHEDULES: The drawings must include the following Schedules:
  - i. Electrical legend.
  - ii. Lighting fixture schedule.
  - iii. Panel schedules indicating circuiting.
  - iv. Transformer schedule.
  - v. Disconnect switch schedules.
- e. LOAD CALCULATIONS: Drawings must include the following Load Calculations:
  - i. Main electrical service.
  - ii. Emergency generator.
  - iii. Distribution panels.
- f. EXISTING SERVICES:
  - i. Location(s) and size(s) of main electrical service(s).
  - ii. Location and size of emergency generator.
  - iii. Distribution panels.
- g. Short Circuit Calculations:
  - i. Obtain available short circuit on the secondary side of power company transformer, and indicate the information on the one line diagram.
  - ii. Show available short circuit at the terminal of each feeder panelboards and distribution panelboards.
  - iii. If requested, submit complete short circuit calculations to the School Board Electrical Engineer for review.
- h. Provide ¼ inch plan of all electrical and systems rooms.
  - i. Show all electrical and systems equipment in these rooms.
  - ii. Indicate with dashed lines the clearances as required by NEC Article 110-26.
- i. All calculations submitted to the School Board Electrical Engineer shall be typed, signed, and sealed by the Engineer of Record. Handwritten computations are not acceptable.
- j. It is the responsibility of the designer to research the existing conditions to determine which existing circuits have enough spare capacity to accept additional loads. Do not pass this responsibility to the electrician by telling him to "connect to the nearest 120 volt circuits" or such similar statements.
- k. Installation details.

- i. IT tower details.
  - ii. Ceiling projector systems details.
  - iii. Communications systems details.
  - iv. Telephone outlet detail.
  - v. Data outlet detail.
  - vi. Security systems details
  - vii. Card access system details.
  - viii. Hurricane shelter manager's emergency antenna detail.
  - ix. Emergency lighting relay wiring diagram.
  - l. Complete division 16,000 specifications.
  - m. This submittal shall include 100% completion of all items and systems.
  - n. Phase III plans and specifications submittals must be signed and sealed by a Florida Engineer.
7. HVAC requirements.
- a. Design notebook.
    - i. Provide Design Notebook for Phase-III submittal in the same format as specified for phase-II and identify notebook as:  
 PHASE-III HVAC DESIGN NOTEBOOK  
 PROJECT NAME  
 SDPBC PROJECT NUMBER  
 DATE
    - ii. Submit the Phase-III OEF 208a (Facility Space Chart) from the Architect. Using the Phase-III OEF 208a and the furniture floor plans, define people count and equipment load on Phase-III architectural floor plans similar Phase-II.
    - iii. Submit final load calculations similar to Phase-II.
    - iv. Submit design load psychometric analyses for coils. Submit psychometric charts.
    - v. Submit air balance for each system in accordance with the Room-by-Room Air Balance Analysis for the SDPBC.
    - vi. Submit computer printouts for the coil selections.
    - vii. Submit static pressure calculations for AHUs in accordance with the AHU static pressure calculations for the SDPBC.
    - viii. Submit head calculations for hydronic systems.
    - ix. For VAV systems, select VAV boxes in accordance with the VAV Box selection procedure for the SDPBC. Only one calculation for each VAV box inlet size at the maximum CFM for that VAV box is required.
    - x. Select HVAC equipment based on final calculations. Submit catalog data for major HVAC equipment, i.e. chillers, cooling towers, central station AHUs, CHW pumps, CW pumps, condensing units, rooftop units, etc.
    - xi. If the Architect is the prime consultant, submit a construction budget estimate for Division 15.
    - xii. If the Engineer is the prime consultant, submit a construction budget estimate for all Divisions.
  - b. Specifications use the District Specifications as base.
    - i. **Sections 15990 and 15991, do not edit.** These sections define the District's contract with the test and balance Contractors. Note project specific requirements for testing and balancing on the drawings.
    - ii. **Other Specifications:** The Engineer shall submit all sections not provided by the District and edit them to be compatible with the District's Master Specifications.
  - c. Construction drawings
    - i. All ductwork plans and sections shall be double line. Chilled water piping shown in enlarged MERs and Chiller Plant plans and sections shall be double line. Phase-III Drawings must satisfy minimum requirements listed in Phase-II requirements.
    - ii. Construction drawings shall include but not be limited to:
      - 1) Title sheet with mechanical sheet listing, legend with drafting symbols, equipment mark designation, followed by equipment schedules, site plan, HVAC floor plans, roof plans, enlarged mechanical equipment room plans and sections, enlarged chiller plant plans and sections, installation details, control schematics, and any other items

needed to describe the project.

8. Plumbing requirements.
  - a. Contract documents.
    - i. Provide legend and general notes.
    - ii. Provide schedules for fixtures and faucets, floor drains, roof drains, can wash drains, water heaters, etc. Provide schedules on drawings and not in the project manual.
    - iii. Show sanitary DWV systems to a point 5-ft outside of the building on floor plans.
      - 1) Show locations and sizes of all stacks and routing of horizontal drains.
      - 2) Define inverts, coordinate with civil engineer.
      - 3) Show locations and sizes of vent terminals (VTR).
      - 4) Show locations and sizes of cleanouts.
      - 5) Show vent-piping offsets below the roof.
    - iv. Show condensate systems to a point 5-ft outside of the building on floor plans
      - 1) Show the routing and sizes of horizontal drains from the MER's.
      - 2) For multi-story buildings, show locations and sizes of stacks.
      - 3) Define inverts, coordinate with civil engineer.
      - 4) Show AHU housekeeping pad(s) within the MER and location(s) of drain(s). Coordinate with mechanical engineer.
    - v. Show domestic water systems to a point 5-ft outside of the building on floor plans.
      - 1) Above the ceiling, show shutoff valve in fixture supply at tap to main.
      - 2) Show the routing and sizes of all horizontal supplies.
      - 3) Show the location of building shutoff valve in concrete box with lid.
      - 4) Show locations of shutoff valves that isolate the water supplies for group toilets, single toilets, exterior hose bibbs, etc. from the water supply of the building.
      - 5) Show 24" x 24" ceiling access panels for valves above inaccessible ceilings, Coordinate with architect so they show on the architectural reflected ceiling plans.
    - vi. Provide roof plans.
      - 1) Show the locations and sizes of roof drains, VTR's, gas flues, etc.
      - 2) Show locations of roof-mounted outdoor air intakes. Coordinate with mechanical engineer.
      - 3) Show the area in SF served by each roof drain on the floor plans.
    - vii. Show storm water systems to a point 5-ft outside of the building on floor plans.
      - 1) Show the routing and sizes of horizontal drains from roof drains, locations of vertical leaders and routing of horizontal drains.
      - 2) Define inverts, coordinate with civil engineer.
    - viii. Provide riser diagrams, not required for single toilet or fixture.
      - 1) Sanitary DWV Systems: Show pipe sizes, fixture marks, floor drains, VTR's, cleanouts, etc.
      - 2) Storm water systems: Riser diagrams are not required unless the information on the floor plan requires clarification.
      - 3) Domestic water systems: Show pipe sizes, fixture marks, locations and sizes of shock absorbers, etc.
      - 4) Gas systems: Show pipe sizes, equipment MBH, automatic shutoff valves, manual shutoff valves, etc.
    - ix. Provide 1/4" scale (minimum scale) floor plans.
      - 1) Group toilets
      - 2) Group showers
      - 3) Food service kitchens
      - 4) Home economics
      - 5) Chemistry/science laboratories with gas, water and compressed air systems
    - x. Provide 1/4" scale (minimum scale) floor plans and sections for large demand water heater rooms (kitchen and gymnasium).
    - xi. Provide installation details for the following items:
      - 1) Floor drains
      - 2) Roof drains
      - 3) Can wash drains and water supplies (CW & HW)
      - 4) Grease trap

- 5) Cleanouts: For exterior cleanouts, provide 24" x 24" x 4" concrete pads around the cleanouts.
  - 6) Hub drains
- b. Design notebook.
- i. Identify the notebook follows.
    - 1) PHASE-III PLUMBING SYSTEMS DESIGN NOTEBOOK  
PROJECT NAME  
PROJECT NUMBER  
DATE
  - ii. Organize the notebook as follows.
    - 1) Kitchen water heater: Provide calculations to size the water heater with electronic ignition. Provide catalog cut of water heater and accessories.
    - 2) Kitchen grease trap: Provide calculations to size the grease trap. Provide grease trap detail on drawings.
    - 3) Gymnasium water heater: Provide calculations to size the water heater with electronic ignition. Provide catalog cut of water heater and accessories.
    - 4) Fixtures: Provide catalog cuts of all fixtures and faucets with fixture number on cut.
    - 5) Floor drains, roof drains and can wash drains: Provide catalog cuts. Note equipment mark on each catalog cut.



## APPENDIX "A"

### SAMPLE SHEET INDEX FORMAT

SHEET NO.	TITLE	ORIGINAL DATE	REVISION NO.	LATEST REVISION DATE	BUILDING DEPARTMENT APPROVED
G-1	COVER SHEET				
G-2	ABBREVIATIONS, SYMBOLS & LEGEND				
C-1	PAVING AND DRAINAGE PLAN				
C-2	WATER & SEWER				
SS-1	SIGNAGE PLAN				
L-1	LANDSCAPE PLAN				
I-1	IRRIGATION PLAN				
LS-1	LIFE SAFETY PLAN				
A-1	SITE PLAN				
A-2	FIRST FLOOR PLAN				
A-3	SECOND FLOOR PLAN				
A-4	DOOR, WINDOW, FINISH SCHEDULE				
A-5	DETAIL AND SECTIONS				
S-1	FOUNDATION PLAN				
S-2	FIRST FLOOR FRAMING PLAN				
S-3	ROOF FRAMING PLAN				
S-4	DETAILS AND SECTIONS				
E-1	FIRST FLOOR ELECTRICAL				
E-2	SECOND FLOOR ELECTRICAL				
E-3	RISER DIAGRAM AND SCHEDULES				
M-1	FIRST FLOOR HVAC PLAN				
M-2	SECOND FLOOR HVAC PLAN				
M-3	EQUIPMENT SCHEDULES AND DETAILS				
P-1	FIRST FLOOR PLUMBING PLAN				
P-2	SECOND FLOOR PLUMBING PLAN				
P-2	RISER DIAGRAMS AND SCHEDULES				
FP-1	FIRST FLOOR SPRINKLER PLAN				
FP-2	SECOND FLOOR SPRINKLER PLAN				

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**ARTICLE 5**

**COMPENSATION**

The basis of compensation shall be as described in Article 11 of the Agreement.

**5.1 BASIC SERVICES**

Fee for Compensation of Basic Services:	\$790,000.00
Fee for extended Construction Administration through January 15, 2009	\$25,000.00

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**5.2 ADDITIONAL SERVICES**

Funds Available for Compensation of Additional Services:	\$80,000.00
Condition assessment of remaining structures:	\$25,000.00

**5.3 REIMBURSABLE EXPENSES**

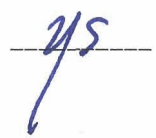
Fund Available for Compensation of Reimbursable Expenses:	\$40,000.00
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Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and are identified as follows:

- Transportation/Mileage .31 per mile
- Out of Town Travel Expenses
- Long Distance Communications
- Fees for Securing Permits/Approvals
- Reproductions
- Postage
- Renderings/Models

**5.4 HOURLY FEE SCHEDULE**

<b>Partner</b>	<b>\$200.00</b>
<b>Principal</b>	<b>\$150.00</b>
<b>Project Director/Manager</b>	<b>\$110.00</b>
<b>Sr. Project Architect</b>	<b>\$90.00</b>
<b>Project Architect</b>	<b>\$85.00</b>
<b>Architect</b>	<b>\$75.00</b>
<b>CADD Operator</b>	<b>\$65.00</b>
<b>Specific Writer</b>	<b>\$85.00</b>
<b>Job Site Inspector</b>	<b>\$85.00</b>
<b>Clerical</b>	<b>\$45.00</b>



**ARTICLE 6**

**PROJECT DESIGN SCHEDULE**

**Schedule for submittal of Design Documents:**

Phase I- Schematic Design:	March 1, 2007
Phase II- Design Development and Demolition:	April 1, 2007
Phase III- 100% Construction Documents:	May 15, 2007

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