

**STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND CONSULTANT  
THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES,  
CONSULTATION WITH ATTORNEY IS ENCOURAGED  
WITH RESPECT TO ITS COMPLETION OR MODIFICATION**

**AGREEMENT**

made as of the **16th** of **March** in the year **Two Thousand and Six**.

**BETWEEN the Owner:**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5869  
Telephone: (561) 434-8496  
Fax: (561) 434-8655**

and the Consultant:

**Greenhorne & O'Mara, Inc.  
3223 Commerce Place, Suite 100  
West Palm Beach, FL 33407  
Telephone: (561) 686-7707 Fax: (561) 686-0299**

**For the following Project:**

**Civil Engineering Services on Continuing Contract**

The Owner and Consultant Agree as set forth below.

The scope of work will be provided as applicable based on Florida Statute (F.S.) 287.055(g) "...whereby the Consultant provides professional services to the Owner for the projects in which construction costs do not exceed \$1,000,000, for study activity when the fee for such professional services does not exceed \$50,000. This Agreement represents a Continuing Contract, for a period of one year from March 16, 2006 through March 15, 2007 subject to two (2) additional one year periods based on favorable annual performance. Renewal notices will be sent each additional year.

# TERMS AND CONDITIONS BETWEEN OWNER AND CONSULTANT

## ARTICLE 1

### CONSULTANT'S RESPONSIBILITIES

#### 1.1 CONSULTANT'S SERVICES

1.1.1 The Consultant's services consist of those services performed by the Consultant, Consultant's employees and Consultant's subconsultants as enumerated in Article 2 of this Agreement and any other services included in Article 10.

1.1.2. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's services. The schedule shall include 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, approved by the Owner, shall not be extended by the Consultant without prior notice and written approval of the Owner.

1.1.3. The Consultant and his subconsultants, subcontractors, 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 their work without additional compensation or expense to the Owner.

1.1.4. The Consultant shall comply with written directives and memoranda issued by the Owner.

1.1.5. It is understood between the parties that, under conditions where the Owner deems it beneficial to the project, the Consultant 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 Consultant and his subconsultants shall cooperate with the Owner and other Consultants.

1.1.6. The Consultant shall prepare all Project Documents (Bidding Documents and Contract Modification Documents) in accordance with the Florida Building Code (FBC) and the Florida Fire Prevention Code [FFPC], in effect at the time of the execution of this Agreement, as well as any changes in the codes during the term of this Agreement.

1.1.7 The Consultant shall ensure that the work completed complies with the requirements of law and all applicable rules, regulations and codes including, but not limited to, the School Board Policies, District Design Criteria [DDC], and District Master Specifications [DMS], F.A.C., State Board of Educations Regulations.

1.1.8 Professional Architects, registered in the State of Florida and acceptable to the Consultant and the Owner, shall be retained by the Consultant, at their expense, to certify the appropriate discipline involved (ie. structural, material testing, survey data, soils engineering, etc). The Consultant shall require Architect participation in all such phases of the Consultant's services and shall require the Engineers to be professionally responsible for their respective Engineering services. The Consultant 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 Consultant's obligations to the Owner.

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

1.1.10 The Consultant shall attend all meetings of the School Board as required in fulfillment of this document.

## ARTICLE 2

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

2.1 The Consultant's Basic Services consist of those described herein and any other services identified in Article 10 as part of Basic Services.

#### **2.2 DELIVERABLE DOCUMENTS**

2.2.1 Survey Consultants - Completed survey work shall be provided to the Owner in the following format: 1 Original Mylar with the Surveyor's Seal affixed, 6 Blueline copies with the Surveyor's stamp affixed, one (1) set of completed "Drawings" on Mylar reproducible material in AutoCAD Version 12, 13, or 14 on CD(s) or 100 Meg Iomega Zip Disk(s).

2.2.2 Geotechnical Reports - Completed geotechnical work shall be provided to the Owner in the following format: 6 Original copies with the Engineer's stamp affixed, 6 Original copies of any supporting information and/or conclusions.

2.2.3 Construction Testing Reports - Completed construction testing work shall be provided to the Owner in the following format: 6 Original copies with the Engineer's stamp affixed, 6 Original copies of any supporting information and/or conclusions.

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

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

2.5 The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

## ARTICLE 3

### **OWNER'S RESPONSIBILITY**

3.1 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, system and site requirements.

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

3.3 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 Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

3.4 The Owner shall furnish survey data describing physical characteristics, legal limitations and utility locations for the site of the Project, and/or a written legal description of the site. The surveys and legal information may 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 ground, including inverts and depths. All information, readily available, shall be provided to the Consultant to complete the work.

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

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

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

3.8 The Owner shall pay filing fees for documents submitted for review and approval.

#### **ARTICLE 4**

### **INDEMNIFICATION**

4.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Owner, and its employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.1.

4.2 In claim against any person or entity indemnified under Paragraph 4.1 by an employee of the Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 4.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or any Subconsultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.3 The obligations of the Consultant under Paragraph 4.1 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

4.4 The purchase of insurance by the Consultant with respect to the obligations required herein shall in no event be construed as fulfillments or discharge of such obligations.

4.5 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or any of them by common law.

4.6 In the event that any party is requested but wrongfully refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including without limitation, attorney's fees.

#### **ARTICLE 5**

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

5.1 The drawings, specifications and other documents prepared by the CONSULTANT are instruments of the Consultant's service for use solely with respect to the individual projects under this agreement and, unless otherwise provided, the Consultant

shall be deemed the author of these documents and shall retain All common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Consultant's drawings, specifications and other documents for information and reference in connection with the Owner's use, occupancy and future additions and remodeling. The CONSULTANT's drawings, specifications or other documents maybe used by the Owner, for additions to this Project or for completion of this Project. Any use by Owner without CONSULTANTS written consent shall be at Owner's sole and exclusive risk.

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 Consultant's reserved rights.

## ARTICLE 6

### LITIGATION

6.1 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 7

### TERMINATION, SUSPENSION OR ABANDONMENT

7.1 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.

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

7.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Consultant in the event that the Project is permanently abandoned. If any individual Project is abandoned by the Owner for more that 180 consecutive days, the Consultant may terminate this Agreement by giving written notice.

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

7.5 The Owner has the right to require the Consultant to remove any Project Team Member from the Owner's project.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be governed by the laws of the State of Florida.

8.2 Terms in this Agreement shall be consistent with those provided in the "General Conditions of the CONTRACT for Construction" (00700).

8.3 Owner and CONSULTANT 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 Consultant each shall require similar waivers from their contractors, subsconsultants and agents.

8.4 Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, success, assigns and legal representatives of such other party with respect to All covenants of this Agreement. The Consultant shall not assign this Agreement without the written consent of the Owner, which consent may not be unreasonably withheld.

8.5 This Agreement represents the entire and integrated agreement between the Owner and Consultant 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 CONSULTANT.

8.6 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 Consultant.

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

8.8 This Agreement shall comply with the provisions of the "Consultant's Competitive Negotiation's Act", Section 287.055, Florida Statutes, as amended.

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

a. The Consultant 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 hereto, 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.

c. The Consultant warrants not to employ or retain any company or person, other than a bonafide employee working solely for the Consultant, Registered Land surveyor 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 Consultant, Registered Land Surveyor, Landscape Consultant or Professional Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from, the award or making of this Agreement.

8.9 The Owner reserves the right to unilaterally set off from any request for payment such amounts for the CONSULTANT's errors and omissions, as determined by the Owner, after meeting with the CONSULTANT. The Consultant shall retain all rights to assert a claim to recover any amount so withheld. The Consultant 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.

8.10 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.

8.11 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.

8.12 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.

8.13 The School Board encourages participation by Minority Business Enterprise (MBE) firms. The School Board also encourages all professional associations/firms to provide the maximum practicable opportunity for participation by MBE's in joint ventures for procurement of contractual services with the School Board.

8.14 All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact 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. Vendor 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 the Vendor. If Vendor can demonstrate to the Purchasing Department that it is not practicable to have the fingerprinting done by the School District's Police Department, Vendor will be permitted to have the fingerprinting and clearance completed 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, employees, 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 these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will be employed in the performance of this contract.

## ARTICLE 9

### PAYMENTS TO THE CONSULTANT

#### 9.1 FEE SCHEDULE

9.1.1 The Fee Schedule is defined as the maximum rate per hour or task for which services can be billed to the Owner. These listed fees are full compensation for the Consultant's direct personnel expenses, mandatory and customary contribution, overhead costs, project costs and profit. (Attachment "A")

#### 9.2 REIMBURSABLE EXPENSES

9.2.1 Reimbursable Expenses are those expenses in addition to those provided for as Basic or Additional Services outlined in Articles 2 and 10 and include expenses incurred by the CONSULTANT and the Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses. Those reimbursable expenses, allowed by the Owner, shall be in addition to those required with Basic Services.

9.2.1.1 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. Local travel shall not be billed as a reimbursable expense.

9.2.1.2 Reasonable expenses for reproductions, postage, shipping and handling of drawings, specifications and other documents.

9.2.1.3 Expense of overtime work, if authorized in advance by the Owner in writing.

9.2.1.4 Expense of renderings, models and mock-ups, authorized in advance, by the Owner.

9.2.1.5 Expense of additional insurance coverage or limits, including Professional Liability Insurance, requested by the Owner in excess of that required in Article 11.

#### 9.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.3.1 An initial payment as set forth in Paragraph 10.1 is the minimum payment under this Agreement.

9.3.2 Subsequent payments for Basic Services shall be made and mailed monthly.

#### 9.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.4.1 Payments on account of the Consultant's Additional Services and of reimbursable expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred and in accordance with supporting backup documentation.

## 95 CONSULTANT'S ACCOUNTING RECORDS

9.5.1 Records of reimbursable expenses, beyond those provided for in Basic or Additional Services, shall be submitted to the Owner concurrent with such requests for payment. In addition, the Consultant and its subconsultants shall be required to provide documentation in the form attached as "Attachment " A" herein, or form acceptable to the Owner, and by this reference incorporated herein.

9.5.2 Consultants and subconsultants shall be required to bill on not less than a monthly basis, and in no event shall the Consultant and/or subconsultant bill for services and costs more than ninety (90) days after the expense has occurred, otherwise such cost shall not be considered by the Owner.

## ARTICLE 10

### **BASIS OF COMPENSATION**

The Owner shall compensate the Consultant as follows:

10.1 An Initial Payment of ten dollars (\$10.00) shall be made upon execution of this Agreement and credited to the Owner as part of the Lump Sum Fee for Basic Services.

#### 10.2 BASIC COMPENSATION

10.2.1 For Basic Services, as described in Article 2, and any other Conditions or Services included in Article 10 as part of Basic Services, Basic Compensation shall be computed as follows:

Lump Sum Fee for Basic Services: \$ SEE SHORT FORM AGREEMENT

10.2.2 Where compensation is based on a lump sum, progress payments for Basic Services shall be made in accordance with that work which is completed and to the Owner's satisfaction.

#### 10.3 COMPENSATION FOR ADDITIONAL SERVICES

10.3.1 For project representation beyond Basic Services, compensation shall be computed as follows: Compensation shall be in accordance with the School Board approved Fee Schedule and subject to the Owner's desired level of representation.

10.3.2 Services of the CONSULTANT, authorized by the Owner and beyond the Basic and Additional Services outlines herein, shall be compensated in accordance with the hourly rate sheet provided herein.

10.3.3 Services of the Consultant's subconsultants, authorized by the Owner and beyond the Basic and Additional Services outlined herein, shall be compensated in accordance with the hourly rate sheet attached herein for such services plus a multiple of 1.10 items the amounts billed to the CONSULTANT for such services.

#### 10.4 REIMBURSABLE EXPENSES

10.4.1 For reimbursable expenses, the Consultant shall be compensated for such expenses plus a multiple of 1.10 times the amount incurred by the Consultant for such expenses.



## ARTICLE 11

### INSURANCE REQUIREMENTS

11.1 Additional Services included within Basic Services and included within Basic Compensation are outlined as follows:

11.2 As a part of Basic Services, the Consultant shall, throughout the period covered by this Agreement, carry Professional Responsibility Insurance for their practice and provide the Owner with a copy of the Certificate of Insurance before final execution of the Agreement can occur. The Consultant shall maintain said insurance in an amount not less than those outlined below. Notwithstanding the deductible amount, the Consultant remains liable to the Owner for any damages. The Consultant shall deliver the "Certificate of Insurance" within ten (10) days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company B+ V or higher rated approved by the Insurance Commission to do business in the State of Florida. Said certificate shall also provide thirty days (30) prior written cancellation notice or any other change to the Owner. The policy shall include a discovery period for reporting claims of not less than 60 months from the completion of services.

11.3 Also as a Basic Service, the Consultant shall maintain automobile liability insurance with limits of not less than \$1,000,000 per occurrence for bodily Injury and Property Damage for hired and non-owned vehicles. The Consultant shall also maintain General Liability Insurance in an amount not less than \$1,000,000 and Statutory Workers' compensation and Employer's Liability insurance with limits not less than \$100,000 per accident. The Consultant shall submit certificates of insurance to the Owner upon execution of this Agreement demonstrating that the required coverage is bound.

11.4 The Consultant shall perform no services under this Agreement until the Owner has approved the certificates of insurance, policy or policies, and/or endorsements required under Articles 11.

11.5 The Consultant shall provide the owner with copies of all subcontracts or agreements between the CONSULTANT and its subconsultants. The Consultant shall include in each such subcontract or agreement the following provisions:

- a) Each subconsultant shall provide the insurance coverages specified in Article 11; and
- b) Each subconsulting Engineer agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Agreement, and if the subconsultant 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 Engineer; and
- c) Each subconsultant agreement shall provide for a waiver of subrogation by the CONSULTANT, 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 subconsultant.

11.6 The Consultant shall provide the Owner with copies of each of the CONSULTANT's subconsultants certificates of insurance, policies and/or endorsements upon the execution of each individual subconsultant agreement.

END OF SECTION

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

CONSULTANT:

THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

Greenhorne & O'Mara, Inc.  
Name of Corporation

GERALD S. LEVITT  
SRVP, CFO & TREASURER

By: \_\_\_\_\_  
Name (print) Title  
Gerald S. Levitt 3/2/06  
Signature Date

\_\_\_\_\_  
Chairperson  
5/10/06  
Date

RICHARD S. BEDELL  
SECRETARY

Attest: \_\_\_\_\_  
Name (print) Title  
R. S. Bedell 3/3/06  
Signature Date

\_\_\_\_\_  
Superintendent  
5/10/06  
Date

Approved As To Legal Form And Sufficiency:

Patricia Jacques-Boyer  
Attorney to the Board  
5-1-06  
Date

(Corporate Seal)

**SCHOOL DISTRICT of PALM BEACH COUNTY CONSULTANT  
SHORT FORM AGREEMENT**

This Short Form Agreement further delineates the services referenced in the current Master Agreement between the Consultant and the School District of Palm Beach County, Florida, and hereby incorporates all terms and conditions of the Master Agreement. **THE SHORT FORM AGREEMENT WILL NOT BE APPROVED UNLESS ALL INFORMATION IS PROVIDED.**

Project Name/Location: \_\_\_\_\_

School District Project #: \_\_\_\_\_

Description of Project and Scope of Work: (Use, back, if more space is necessary)

Basic Services - Lump Sum Fee Amount: \$ \_\_\_\_\_ or

Hourly Not-To-Exceed Amount (If Applicable): \$ \_\_\_\_\_

MAXIMUM CONSTRUCTION COST: \$ \_\_\_\_\_

**M/WBE SUBCONSULTANT UTILIZATION**-if not required per Scope of Work, indicate n/a and state reason. (The District is committed to achieving 15% M/WBE participation on each project, if M/WBE Participation is not applicable for this project, provide a total Summary of M/WBE Participation to date).

FIRM(S)	CONTRACT SERVICE	EST. FEE	% OF TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Project Schedule (*Specify milestone tasks and completion dates*)

TASK(S)	TASK COMPLETION DATE(S)
_____	_____
_____	_____
_____	_____

The following attachment is hereby made part of this SHORT FORM AGREEMENT:

Reviewed and Approved by:

Project Field Representative/Projects Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Senior Projects Administrator \_\_\_\_\_ Date \_\_\_\_\_

Department Director/Representative \_\_\_\_\_ Date \_\_\_\_\_

Director of Purchasing Department \_\_\_\_\_ Date \_\_\_\_\_

Consultant/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**COMPANY SEAL**

Revised: July 7, 2004

Katrina Hazley, Senior Purchasing Technician III

SCHOOL DISTRICT OF PALM BEACH COUNTY

As of March 15, 2006

**CIVIL ENGINEERING CONSULTANTS/CONTINUING CONTRACT**

<u>SERVICE PROVIDED</u>	<u>FEE SCHEDULE</u>	<u>RATE PER HOUR</u>
<b>1. PROFESSIONAL ENGINEERING SERVICE (Per Hour Rates)</b>		
A. Principal		\$185.00
B. Professional Engineering		\$150.00
B. Project Consultant		\$110.00
C. Associate Consultant		\$85.00
D. Professional Land Surveying		\$150.00
<b>2. TECHNICAL SERVICE (Per Hour Rates)</b>		
A. Senior/Certified Engineering Technician		\$80.00
B. Field Representative		\$80.00
C. Engineering Technician/Surveying Technician		\$60.00
D. Two Person GPS Crew		\$135.00
E. Three Person Survey Crew		\$120.00
F. Two Person Survey Crew		\$95.00
C. Specification Writer		\$50.00
<b>3. CAD, DRAFTING AND WORD PROCESSING SERVICES (Per Hour Rates)</b>		
A. CAD Operator with machine		\$65.00
B. Clerical		\$50.00
C. Draftsman		\$50.00
<b>4. OTHER SERVICES (Per Week Rates)</b>		
Not Applicable		

Compensation shall be subject to the Owner's desired level of representation

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

All hourly rates are inclusive of those items reflected in Basic Services of the Owner/Consultant Agreement.

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
SUPPLEMENTAL CONDITIONS AND PROCEDURES  
FOR ARCHITECTS AND ENGINEERS**

**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.
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 FAC 6A-2 SREF 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.

## TABLE OF CONTENTS

<u>ARTICLE/SECTION</u>	<u>TITLE</u>
ARTICLE 1	GENERAL CONDITIONS AND INSTRUCTIONS
SECTION 1.1	AGREEMENT EXECUTION AND NOTICE TO PROCEED
SECTION 1.2	GENERAL SCOPE OF WORK
SECTION 1.3	OWNER REPRESENTATIVES
SECTION 1.4	CODES AND REGULATIONS
SECTION 1.5	MATERIAL SELECTIONS
SECTION 1.6	COMPETITIVE BIDDING
SECTION 1.7	USE OF EXISTING DRAWINGS
SECTION 1.8	COLOR, TEXTURE & FINISH SELECTIONS
ARTICLE 2	PROGRAMMING AND ESTIMATING
SECTION 2.1	EDUCATIONAL SPECIFICATIONS
SECTION 2.2	LIFE CYCLE COST CONTAINMENT GUIDELINES
SECTION 2.3	FOOD SERVICE STANDARDS
SECTION 2.4	COST CONTAINMENT
ARTICLE 3	DOCUMENTATION
SECTION 3.1	PHASE I - SUBMISSIONS TO THE SCHOOL DISTRICT
SECTION 3.2	PHASE II - SUBMISSIONS TO THE SCHOOL DISTRICT
SECTION 3.3	PHASE III - SUBMISSIONS TO THE SCHOOL DISTRICT
ARTICLE 4	CONTRACT ADMINISTRATION
SECTION 4.1	MEETINGS
SECTION 4.2	CONTRACT CHANGES - GENERAL CONTRACTOR
SECTION 4.3	CONSTRUCTION PROGRESS AND PAYMENTS
SECTION 4.4	CLOSE OUT

## 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 (Architect Services and Construction).

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 Purchasing Department 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 Purchasing Department and Department of Program Management.

1.3.3 "Professional Services Supplement" (G604) - Through the Bidding Phase - The School District representative shall be the Department of Program Management. These changes shall include, but not be limited to, adjustments for fees, schedule, scope of services or any deviations from the terms of the executed Agreement.

1.3.4 "Professional Services Supplement" (G604) - Construction Administration through Completion - The School District representative shall be the Department of Program Management (Construction) with the concurrent of the Department of Program Management respectively. The changes shall include, but not be limited to, adjustments for fees, schedule, scope of services or any deviations from the terms of the executed Agreement.

1.3.5 Document Review and Department of Education Coordination - The School District representative shall be the Department of Program Management.

1.3.6 Bidding Advertisement, Pre-Bid Meetings, Bid Opening and Project Award - The School District representative shall be the Purchasing Department.

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 (Construction).

1.3.9 Construction Administration - The School District representative shall be the Department of Program Management (Construction).

1.3.10 Project Closeout, DOE Coordination Certificate Submission and Final Payment - The School District representative shall be the Department of Program Management (Construction).

### 1.4 CODES AND REGULATIONS

1.4.1 The Architect shall follow the requirements of all applicable codes, regulations, ordinances and the Rules of Florida State Board of Education's Florida Administrative Code (FAC) Chapter 6A-2 (SREF 1997).

## **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.

## **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 LIFE CYCLE COST CONTAINMENT GUIDELINES**

2.2.1 The latest version of the Life Cycle Cost Containment Guidelines 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 Program Management. Interpretation and clarification will be provided by the Department of Program Management.

## **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 Department of Program Management. Review and decision will be provided by the Department of Program Management.

## **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. The Architect shall prepare an estimate of probable construction cost during the Schematic Design Phase and during each succeeding phase. If bids exceed the Construction Budget, the Architect is required to revise Contract Documents and solicit new bids without additional cost to the School District. This provision overrides any provisions to the contrary.

### **ARTICLE 3**

#### **DOCUMENTATION**

##### **3.1 PHASE I - SUBMISSIONS TO THE SCHOOL DISTRICT**

Printing costs not reimbursable by Owner.

##### **3.1.2 SPECIFICATIONS**

3.1.3 The Architect shall submit three (3) copies for review and approval an index in Construction Specifications Institute (CSI) format, provided by Owner, with the intended sections for contract documents preparation.

##### **3.1.4 DRAWINGS**

3.1.5 The Architect shall submit seven (7) copies of the Schematic Drawings for review and approval including, site plan, scaled building floor plan, using elevations, to identify spaces, materials and sizes; and furnish a plan showing the proposed location of test borings.

##### **3.1.6 ESTIMATE OF PROBABLE CONSTRUCTION COST**

3.1.7 The Architect shall prepare for review and approval three (3) copies of the Estimate of Probable Construction Cost for submission to the Department of Program Management.

3.1.8 Mechanical, Electrical notebook information should be submitted.

##### **3.2 PHASE II - SUBMISSIONS TO THE SCHOOL DISTRICT**

Printing costs not reimbursable by Owner.

##### **3.2.1 PHASE II - UPDATE TO SPECIFICATIONS**

3.2.2 The Architect shall submit for review and approval three (3) copies of an outline specification delineating all materials and equipment, proposed for use in the C.S.I. format.

##### **3.2.3 PHASE II - UPDATE TO DRAWINGS & REPORTS**

3.2.3.1 The Architect shall prepare and submit 10 copies of the Design Development Documents, in accordance with requirements of FAC 6A-2 (SREF) and the School District of Palm Beach County Design Requirements for HVAC/Plumbing/Electrical/Civil/Structural system. The Architect is responsible for design analysis of existing conditions or systems as necessary, including design analysis of existing or proposed mechanical and electrical systems. The Architect shall furnish a written report of their design analysis of the most economical mechanical energy system (e.g.: electric, gas or oil) to be used. A written report (including drawings) delineating proposed systems or equipment for a system under study, as heating, air conditioning, ventilation, water service, and sewage disposal, shall be made to the Department of Program Management. Furniture layouts are due at Phase II, as are Mechanical, HVAC, Electrical, Civil and Plumbing notebooks.

3.2.3.2 The Architect shall submit Design Development Documents as required to the proper governing offices for approval.

### 3.2.4 PHASE II - UPDATE TO ESTIMATE OF PROBABLE CONSTRUCTION COST

3.2.4.1 The Architect shall submit for review and approval three (3) copies of an updated estimate of probable construction cost for submission to the Department of Program Management.

### 3.3 PHASE III - SUBMISSIONS TO THE SCHOOL DISTRICT

Printing costs not reimbursable by Owner.

#### 3.3.1 SPECIFICATIONS

3.3.1.1 Specifications shall be clear, concise and acceptable to the Department of Program Management. Final Design Notebooks shall be submitted.

3.3.1.2 Sheets shall be bound on long side, loose-leaf, with hardcover and back. Exterior of front cover shall have name of project, location project number, The School District of Palm Beach County, names, addresses, and telephone numbers of Architect and Consultants, and date. DO NOT FIX-BIND SPECIFICATIONS.

3.3.1.3 "Life Cycle Cost Containment Guidelines" shall be used as a guide. If a Division is not required, it shall be listed in Table of Contents and noted "Not Used". Each Section page shall have project number, section number and page number.

3.3.1.4 Division 0 - Bidding and Contract Requirements will be furnished to the Architect by the Department of Program Management. Specification Sections shall be printed on colored paper as follows:

TABLE OF CONTENTS AND	
BID SUBMITTAL PAGES .....	Blue
GENERAL CONDITIONS .....	White
SPECIAL CONDITIONS .....	Yellow
ALTERNATES .....	Goldenrod
ARCHITECTURAL .....	White

CIVIL .....	Tan or Buff
MECHANICAL .....	Pink
ELECTRICAL .....	Yellow
ADDENDA .....	Green

**3.4 DRAWINGS**

3.4.1 Final drawings shall be placed on a 24" x 36" or a 30" x 42" Mylar.

3.4.2 With justification, Architect may request a size waiver, but in no case will drawings larger than 30" x 42" be considered.

3.4.3 Drawings shall be in the sequence as accepted by the Department of Program Management. All sheets shall indicate name and number of each room. On all plans, a "key plan" in lower right corner of each sheet is required.

3.4.4 Special attention to site and building relationships is required. The Architect shall design overall site drainage and storm water control for Owner's review, as required by other governmental regulatory agencies.

3.4.5 Site plans shall show all improvements, i.e., drives, parking, walks, playcourts, and finish grades. Mark if "Not In Contract, N.I.C." Engineering site plan shall show all electrical services, site drainage, and utilities.

3.4.6 All plans shall have a cover sheet with the name of project, location, names of School Board members in office at the time of this Agreement's execution, Superintendent, Project Architect, consultants and an index to drawings. Final plans shall have the Project Architect's signature and affixed seal to their drawing index and the consultant's seal/signature affixed to each of their drawings.

**3.5 PHASE III - UPDATE TO ESTIMATE OF PROBABLE CONSTRUCTION COST**

3.5.1 The Architect shall submit for review and approval, three (3) copies of a revised and updated estimate of probable construction cost for submission to the Department of Program Management.

**3.6 REVIEWS & APPROVALS - 75% AND 100% SUBMISSIONS**

3.6.1 The Architect shall prepare the Final Contract Documents in accordance with requirements of FAC 6A-2 (SREF). When Final Contract Documents are 75% complete, the Architect will meet with the Department of Architect Services for a review. The Architect shall submit 10 sets of drawings and specifications to the Department of Architect Services for internal review and distribution. When Final Documents are 100% complete, the Architect shall submit 10 sets of documents to the Department of Program Management for internal review and distribution.

3.6.2 At the same time, the Architect shall submit plans and specifications as required to the proper governing offices.

3.6.3 When Final Contract Documents are completed, the Architect shall submit to the Department of Architect Services, one (1) complete set of mylar reproducibles - and two (2) complete sets of drawings reduced to 11" x 17", and in AutoCAD Version 12, 13 or 14 on 3 1/2" diskette(s) or 100 MEG Iomega Zip Disk(s).

**3.7 DOCUMENT DISTRIBUTION**

Board Approved: September 3, 1997  
 Revised: October 23, 1997

3.7.1 The Architect shall furnish complete contract documents and any addendum(a) for use as follows:

1. Construction Market Data
2. F.W. Dodge, Inc. - F.W. Dodge, Inc./Dodge Reports
3. Builders Exchange of the Palm Beaches
4. West Palm Beach Minority Business Development Center
5. Construction Bulletin Offices and Plan Room (>\$500 K)

(The Department of Program Management may direct Architect to add or delete from noted list above)

3.7.2 One (1) set for each of the five (5) organizations listed for their pick-up and use.  
Printing costs reimbursed by Owner.

3.7.3 Up to three (3) sets to each prospective prime bidder upon receipt of the deposit. Deposit will be refunded when the bidder returns the plans and specifications to the Architect in a complete and usable condition. Forfeited deposits will be credited to Owner's printing cost account. The amount of deposit charged shall accurately reflect the cost of said documents.

Printing costs reimbursed by Owner.

3.7.4 Four (4) sets to School District Plan/Design Review Specialist.

Printing costs reimbursed by Owner.

3.7.5 Additional sets requested by the prime bidders shall be furnished by the Architect at the cost of reproduction. This cost is not refundable, and is to be credited to Owner's printing cost account.

3.7.6 Only full sets of Contract Documents shall be furnished to material suppliers and subcontractors by the Architect at cost of reproduction. This cost is not refundable and must be credited to the Owner's printing cost account.

3.7.7 Upon award of the Contract, the Architect shall furnish up to 10 sets for additions/remodels, 16 sets for elementary schools, 24 sets for middle schools, and 30 sets for senior high schools, of contract documents to Contractor for use during construction.

Printing costs reimbursed by Owner.

3.7.8 Additional sets will be provided as requested, at the expense of the Contractor.

### 3.8 SPECIAL INSTRUCTIONS

3.8.1 Alternative proposals shall be authorized by the Purchasing Department and Department of Program Management.

3.8.2 Architect shall provide two (2) unbound copies of the Form of Proposal in the specifications and instruct bidders to use these forms in submitting a proposal.

3.8.3 Bidders shall submit a list of proposed major subcontractors in a separate, sealed envelope and enclose same in the proposal package.

## ARTICLE 4

### CONTRACT ADMINISTRATION

#### 4.1 MEETINGS

##### 4.1.1 PRE-CONSTRUCTION MEETING

4.1.2 After the construction contract is awarded by the School District, the Department of Program Management (Construction) will arrange a meeting with the Project Architect, School Principal, Facility Manager, Project Manager, Contractor and major subcontractors to review the project and discuss procedures.

##### 4.1.3 MONTHLY PROGRESS MEETINGS

4.1.4 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, subcontractors, 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.

#### 4.2 CONTRACT CHANGES - GENERAL CONTRACTOR

##### 4.2.1 TIME OF COMPLETION

4.2.3 The Contractor shall submit written requests for extension of time, in accordance with the General Conditions. The Architect will review requests and recommend the number of days, if any, to be approved, and submit within 10 days to the Department of Program Management (Construction), in writing, together with sufficient back-up material to justify the change. Disposition will be provided by the Department of Program Management (Construction).

##### 4.2.2 CONTRACT AMOUNT

4.2.2.1 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.

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

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

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

4.2.2.3 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.

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

### **4.3 CONSTRUCTION PROGRESS AND PAYMENTS**

#### **4.3.1 REPORTS**

4.3.2 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.

4.3.3 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 (Construction).

#### **4.3.4 SUBSTANTIAL COMPLETION**

4.3.5 Substantial Completion is when the building 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.

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

#### **4.3.3 PAYMENTS TO CONTRACTORS**

4.3.3.1 Contractor "Requests for Payment" shall be submitted in accordance with the General Conditions.

4.3.3.2 Five (5) copies of properly completed "Application and Certification for Payment (AIA G702/703)" and monthly M/WBE Subcontractors 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.

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

4.3.3.4 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."

### **4.4 CLOSE-OUT**

#### **4.4.1 FINAL INSPECTION**



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

4.4.3 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."

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

4.4.5 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.

4.4.6 The Architect shall notify the Departments of Program Management (Construction) and Purchasing 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.

#### 4.4.2 FINAL DOCUMENTATION

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

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

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

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

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

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

4.4.2.7 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 Department of Facility and Construction Management. The Architect **shall** supply Record Drawings in CADD form on 3.5" diskettes, in 1.44 megabyte format excluding remodeling, renovations and additions under 500 square feet. The file types acceptable, in order of preference, are (1) AutoCAD (in version 12, 13 or 14), in 3 1/2" diskette(s) or 100 MEG Iomega Zip disk(s), (2) DXF, and (3) IGES. 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.

4.4.2.8 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.

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

#### **4.4.3 FINAL PAYMENT**

4.4.3.1 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 subcontractors 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.

4.4.3.2 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.

4.4.3.3 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.

4.4.3.4 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.

#### **4.4.4 GUARANTEE**

4.4.4.1 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.

**END OF SECTION**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
ARCHITECT'S PROJECT REPRESENTATIVE  
DUTIES, RESPONSIBILITIES AND LIMITATIONS**

**1. GENERAL**

1.1 The Architect and the Architect's Project Representative have authority to act on behalf of the Owner only to the extent provided in contractual agreements to which the Architect is a party. The Project Representative shall confer with the Architect at intervals and on occasions appropriate to the stage of construction. The Project Representative shall communicate with the Owner through, or as directed by, the Architect; and shall not communicate with subcontractors unless authorized by the Contractor and the Architect.

**2. DUTIES AND RESPONSIBILITIES**

2.1 Observe and inspect the progress and quality of the Work as is reasonably necessary at that stage of construction to determine that it is proceeding in accordance with the Contract Documents. Notify the Architect and Owner immediately if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

2.2 Monitor the construction and submittal schedules and report to the Architect and Owner conditions which may cause delay in the completion.

2.3 Review Contract Documents with the Contractor's superintendent, obtain necessary interpretations from the Architect, transmit them to the Contractor and Owner.

2.4 Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the Architect and the Owner for a decision.

2.5 Attend meetings as directed by the Architect and report to the Architect and Owner on the proceedings through the preparation and distribution of meeting minutes.

2.6 Observe tests required by the Contract Documents. Record and report to the Architect and Owner on test procedures and, where applicable, the results. Verify testing invoices to be paid by the Owner.

2.7 Maintain records at the construction site in an orderly manner. Include correspondence, contract documents, change orders (CO), Construction Change Directives (CCD), Construction Change Authorizations (CCA), Architect's supplemental instructions, reports of site conferences, shop drawings, product data, samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, subcontractors and principal material suppliers.

2.8 Keep a diary or log book recording the Project Representative's time and activities related to the Project, weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in contract sum or contract time. Maintain a list of visitors, their titles, and time and purpose of their visit, and maintain such bound log book as required in the "General & Supplemental Conditions of the Contract for Construction." Supply a Daily Report to the Owner, on a weekly basis, covering all aforementioned information.

2.9 Notify the Architect and the Owner if any portion of the Work requiring shop drawings, product data, mock-ups or samples is commenced before such submittals have been approved by the Architect. Receive and log samples which are required to be furnished at the site, notify the Architect when they are ready for examination, and record the Architect's approval or other action. Maintain custody of approved samples.

2.10 Observe, with the Architect, the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

2.11 Review "Applications for Payment" submitted by the Contractor and forward them to the Architect with recommendations for disposition.

2.12 Assist the Owner in the development of the list of items to be completed or corrected by the Contractor. Inspect the Work and if the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect, and return the list to the Contractor for correction.

2.13 Review and report to the Architect on conditions of the portions of the Project being occupied or utilized by the Owner or separate Contractors, to minimize the possibility of claims for damages.

2.14 Assist the Architect in final inspection of the Work. Receive from the Contractor and prepare for transmittal to the Owner the documentation the Contractor is required to furnish at the completion of the Work.

2.15 Represent the Architect, and all communications given to the Project Representative shall be as binding as if given to the Architect.

2.16 Be approved by and remain acceptable to the Owner for the duration of the Project and shall not be changed without the Owner's written consent. If requested, the Architect will provide the Owner a copy of the Project Representative's resume.

2.17 The Project Representative shall be in continuous attendance each working day of the Project until directed otherwise by the Owner.

2.18 At the discretion of the Owner, the Owner may take a credit in an amount proportional to the time during which the Project Representative is absent from the Project.

### **3. LIMITATIONS OF AUTHORITY**

The Project Representative shall NOT:

3.1 Authorize deviations from the Contract Documents.

3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

3.5 Expedite the Work for the Contractor.

3.6 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

3.7 Authorize or suggest that the Owner occupy the Project in whole or part.

3.8 Issue a "Certificate for Payment" or "Certificate of Substantial Completion."

3.9 Prepare or certify to the preparation of "Record Drawings."

3.10 Reject Work or require special inspection or testing except as authorized, in writing, by the Architect.

3.11 Order the Contractor to stop the Work or any portion thereof.

3.12 Perform duties of the Architect as described in the Owner Architect/Agreement defined as Basic Services (ie., approve shop drawings/submittals)