

**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 **22nd** of **September** in the year **Two Thousand and Five**.

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) 434-8635
Fax: (561) 434-8655**

and the Consultant:

**MPA Architects, Inc.
1801 E Centrepark Drive, Ste. 175
West Palm Beach, FL 33401
Phone: (561) 683-7000 Fax (561) 478-3922**

For the following Project: Architectural 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 September 22, 2005 through September 21, 2006, 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

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, "The Supplemental Conditions and Procedures for Architects and Engineers". The format of the documents shall be according to the Construction Specifications Institute (CSI), master format, 1995 or latest edition, as directed by the School District of Palm Beach County.

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 Education's 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 Blue-line copies with the Engineer'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.

2.2.4 Stage Rigging Reports - Completed stage rigging inspection 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 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, expend ability, 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 grade, including inverts and depths. All the 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 it's 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, Architect, Architect's Consultants, and their agents and employees of 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 therefrom, 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 this 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 this 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.

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 for this Project are instruments of the Consultant's service for use solely with respect to this Project 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 may be by the Owner, for additions to this Project of for completion of this Project.

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 the 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 the Project is abandoned by the Owner for more than 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, and the amount due and owing the CONSULTANT shall be fees for services rendered up to the 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 an 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 Statues, 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.

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 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 9.1 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 design practice and provide the Owner with a copy of the policy 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 12 months from the completion of services. In the case of projects, with Probable Construction Costs exceeding \$7,500,001, the professional liability insurance shall be project specific and include All members of the design team within the scope of professional liability coverage for the amounts outlined below.

REQUIRED PROFESSIONAL RESPONSIBILITY INSURANCE COVERAGE AMOUNTS

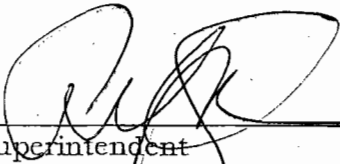
Probable Construction Costs	Coverage Required Per Project	Maximum Deductible
Up to \$500,000	\$ 500,000	\$ 25,000
\$500,001 to 7,500,000	\$ 1,000,000	\$ 50,000
\$7,500,001 to 12,000,000	\$ 2,000,000	\$ 50,000
	(Project Specific)	
\$12,000,001 and UP	\$ 3,000,000	\$ 100,000
	(Project Specific)	

11.3 Also as a Basic Service, the Consultant shall maintain automobile liability insurance with

This Agreement entered into as of the day and year first written above.

ATTEST:

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA



Superintendent



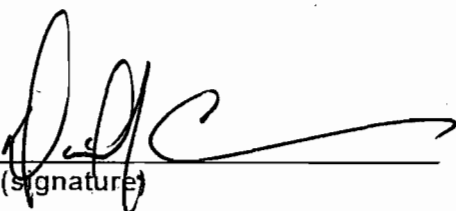
Chairperson

10/19/05
Date

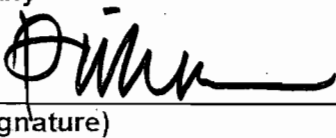
10/19/05
Date

SEAL

MPA ARCHITECTS, INC.
Company

Attest: 

(signature)

By: 

(signature)

Daniel T. Canavan, AIA
(printed name)

Richard J. Logan, AIA
(printed name)

Title: Secretary

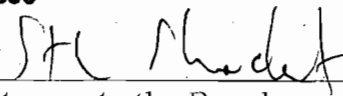
Title: President

Date: September 22, 2005

Date: September 22, 2005

SEAL

**CORPORATE SEAL
FLORIDA 1989
MPA ARCHITECTS, INC.
CORPORATE AUTHORIZATION NO. C000630**

Approved for form and legal sufficiency by: 
Attorney to the Board

Date: 10/6/05



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 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.

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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. 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" - Construction Administration through Completion - The School District representative shall be the Department of Program Management. 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, 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.

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 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 Departments of Program Management, in writing, together with sufficient back-up material to justify the change. Disposition 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.

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 establishes the requirements for applying to the School District of Palm Beach County (SDPBC) Building Department for a construction permit to build a School District building.

Scope:

The procedure provides information on the requirements for submitting documents to the SDPBC 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 II – 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, F.S.
- 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.
 - 4. Relationships and use of all buildings on site.
 - 5. Location of the Enhanced Hurricane Protection Area (EHPA).

- D. Electrical and Systems requirements.
 - 1. None
- E. HVAC requirements.
 - 1. The Engineer, in cooperation with the Architect, shall develop the design concept and provide short narrative for Phase-I submittal to specify:
 - a. Type of chilled water and/or DX systems proposed in each building or major school facility: VAV, constant volume, multi-zone, single zone, etc.
 - b. Return air systems: ducted return air versus return air plenums.
 - c. Outdoor air systems: gravity versus fan powered systems.
 - d. Relief air systems: gravity versus fan powered systems.
 - e. Proposed number of the mechanical equipment rooms and their preliminary locations on the floor plans.
 - f. Proposed location of the chiller plant on the project site and the type of central plant equipment including air cooled or water cooled chillers, cooling towers, thermal energy storage (if applicable), etc.
 - g. Primary/secondary loop chilled water system versus single loop constant flow design.
- F. Plumbing documents are not required.

Phase-II - Design Development

- A. Submit two sets of plans marked "NOT FOR CONSTRUCTION" for review and comment, with the comments from Phase-I addressed.
- B. All Phase-I requirements with additional details and development.
- C. Civil requirements.
 - 1. Completed geotechnical engineer's report.
 - 2. Landscaping, drainage, water retention/detention systems.
 - 3. Sanitary sewage disposal, domestic water, and fire water systems.
- D. Architectural requirements.
 - 1. All room names and numbers.
 - 2. Location of exit lights, emergency lights, fire extinguishers, egress windows, and other equipment.
 - 3. The fire alarm system, sprinkler system requirements.
 - 4. Emergency power equipment.
 - 5. Typical building sections.
 - 6. Enhanced detail information for the EHPA
- E. Electrical and Systems requirements.
 - 1. Site plan indicating all buildings included on this scope of work and their name designation. Site plan shall show the proposed location of utility company transformer and the routing of primary power lines, main switchgear, and emergency generator.
 - 2. Drawing of each new building or renovated or remodeled areas. Floor plans shall show location of proposed electrical panels, generator, automatic transfer switches, and step down transformers.
 - 3. Proposed typical classroom lighting.
 - 4. Outline of special lighting system for areas such as auditorium, gymnasium, and media center.
 - 5. Typical classroom layout showing location of all the devices in the room including:
 - a. Receptacle outlets.
 - b. Data outlets.
 - c. Fire alarm system devices.
 - d. Intercom system speaker and call-in switch.
 - e. Television, telephone, security devices.
 - f. Ceiling projector system.
 - 6. Information on Existing Systems:
 - a. Information on existing electrical system shall include voltage and size of existing main distribution panels, number and size of existing main disconnect switches, size and type of existing generator (if any).
 - 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.
- 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"

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				

ARTICLE 5
COMPENSATION

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

5.1 BASIC SERVICES

Total Available for Compensation of Basic Services:

5.2 ADDITIONAL SERVICES

Total Available for Compensation of Additional Services:

5.3 REIMBURSABLE EXPENSES

Total Available for Compensation of Reimbursable Expenses:

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

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

PK

ARTICLE 6

PROJECT SCHEDULE

Time Periods For:

Phase I:	Schematic Design Phase:	days
	Owner Review:	days
Phase II:	Design Development Phase:	days
	Owner Review:	days
Phase III:	Construction Documents Phase:	days
	Owner Review:	days

SCHOOL DISTRICT OF PALM BEACH COUNTY

As of September 22, 2005

SUMMARY SHEET

FEE SCHEDULE	ARCHITECTURAL CONSULTANTS	CONTINUING CONTRACT
SERVICE PROVIDED		RATE PER HOUR
1.	PROFESSIONAL SERVICE (Per Hour Rates)	
A.	Partner	\$200.00
B.	Principal	\$150.00
C.	Project Director/Manager Architect	\$110.00
D.	Sr. Project Architect	\$90.00
E.	Project Architect	\$85.00
F.	Architect	\$75.00
2.	TECHNICAL SERVICE (Per Hour Rates)	
A.	Specification Writer	\$85.00
3.	CADS, DRAFTING AND WORD PROCESSING SERVICES (Per Hour Rates)	
A.	CAD Operator with Machine	\$65.00
B.	Clerical	\$45.00
4.	OTHER SERVICES (Per Week Rates)	
A.	Job Site Inspector	\$85.00
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/Architect Agreement.

**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)

