



**STANDARD DESIGN PROFESSIONAL  
SERVICES AGREEMENT**

**(Construction Management Edition)**

**BETWEEN**

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

**AND**

**HARVARD JOLLY ARCHITECTURE**

**FOR**

**NEW MIDDLE SCHOOL 'DD', 24-130**

**DATE: JULY 9, 2024**

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**STANDARD DESIGN PROFESSIONAL SERVICES AGREEMENT**

**(Construction Management Edition)**

**THIS AGREEMENT** is made and entered into this ninth day of July, 2024 by and between The School Board of Marion County, Florida, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the “OWNER”), and Harvard Jolly Architecture, an Architect authorized to do business in the State of Florida, whose business address is 2047 Vista Parkway, Suite 100, West Palm Beach, Florida 33411(hereinafter referred to as the “DESIGN PROFESSIONAL”).

**WITNESSETH:**

**WHEREAS**, OWNER desires to obtain the professional architectural and/or engineering services of DESIGN PROFESSIONAL concerning certain services for the design of the New Middle School ‘DD’ (hereafter referred to as the “Project”) located at Parcel 37506-002-00 in Silver Springs Shores said services being more fully described in Schedule A, “Scope of Basic Services”, which is attached hereto and incorporated herein (such services collectively being referred to herein as the “Basic Services”); and

**WHEREAS**, DESIGN PROFESSIONAL has submitted a proposal for provision of the Basic Services; and

**WHEREAS**, DESIGN PROFESSIONAL represents that it has expertise in the type of professional architectural and/or engineering services (comprised of the Basic Services and any Additional Services (as such term is defined herein) that may be authorized by OWNER pursuant to the terms of this Agreement; said Basic Services and Additional Services collectively being referred to herein as the “Services”) that shall be required for the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE 1. DESIGN PROFESSIONAL’S RESPONSIBILITIES**

1.1 DESIGN PROFESSIONAL shall provide to OWNER the Services in all phases of the Project to which this Agreement applies. All Basic Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be in conformance with the Scope of Basic Services described in Schedule A. Any deviation from the Scope of Basic Services must be brought to OWNER’S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing.

- 1.2 The Basic Services to be performed by DESIGN PROFESSIONAL hereunder are set forth and described in detail in Schedule A and include such other services as are normally and generally provided as a part of such Basic Services, even if not specifically identified in attached Schedule A. The total compensation to be paid DESIGN PROFESSIONAL by OWNER for all Basic Services is set forth in Article 5 and Schedule B.
- 1.3 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Marion County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Agreement.
- 1.4 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such Services.
- 1.5 DESIGN PROFESSIONAL has employed and hereby designates René Tercilla, AIA, ALEP to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"). The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under this Agreement. By execution of this Agreement, DESIGN PROFESSIONAL acknowledges that the Representative has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Agreement. DESIGN PROFESSIONAL agrees that the Representative shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. Further, DESIGN PROFESSIONAL agrees that the Representative identified above shall not be removed by DESIGN PROFESSIONAL from the Project without OWNER'S prior approval, and if so removed must be immediately replaced with a person acceptable to OWNER.
- 1.6 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services for the Project are subject to OWNER'S reasonable approval. Attached hereto as Schedule H is a listing of DESIGN PROFESSIONAL'S senior staff who have been assigned to the Project, as well as the subconsultants and subcontractors who will be used by DESIGN PROFESSIONAL on the Project. None of the senior staff, subconsultants and subcontractors identified in Schedule H will be removed by DESIGN PROFESSIONAL from the Project without OWNER'S prior written approval (such approval not to be unreasonably withheld), and if so removed will be immediately replaced with a person or DESIGN PROFESSIONAL reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove and replace the Representative, or any other personnel employed or retained by

DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform Services pursuant to the requirements of this Agreement, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause.

- 1.7 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of Services that will be required for the Project. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per OWNER'S Design Standards and Guidelines, referred to as the Master Design Criteria, as may be established , updated and modified from time to time by OWNER. The Owner's Master Design Criteria and associated documents and preferences shall be referred to as the "Guidelines". By execution of this Agreement, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the Guidelines as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of the design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.
- 1.8 DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, DESIGN PROFESSIONAL or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this Paragraph.
- 1.9 DESIGN PROFESSIONAL acknowledges that OWNER may be contracting with a construction manager or contractor who, if retained, shall be responsible for the construction of the Project hereinafter referred to as "CONTRACTOR." If CONTRACTOR is retained during any of the design phases, DESIGN PROFESSIONAL agrees to cooperate with CONTRACTOR with respect to CONTRACTOR'S delivery of services to OWNER. Also, in such event, DESIGN PROFESSIONAL agrees to incorporate, whenever practicable and consistent with good design, and after OWNER'S written approval, all suggestions or

recommendations timely made by CONTRACTOR with respect to the Project design.

1.10 In addition to any other presentation or meeting requirements placed upon DESIGN PROFESSIONAL elsewhere in this Agreement, DESIGN PROFESSIONAL shall provide the following services with respect to presentations, meetings and technical liaisons as part of its Basic Services and at no additional cost to OWNER:

1.10.1 Prior to the commencement of design activities, OWNER and DESIGN PROFESSIONAL shall conduct a pre-design conference for the purpose of discussing issues relative to the Project, plans preparation and submittal procedures and to convey to DESIGN PROFESSIONAL such items to be provided by OWNER as may be available at that time.

1.10.2 DESIGN PROFESSIONAL shall make presentations to OWNER at any point in the Project development if issues should arise which make additional presentations, other than those listed elsewhere in this Agreement, necessary in OWNER'S best interest.

1.10.3 At the option of the OWNER, DESIGN PROFESSIONAL shall submit to OWNER, not later than the tenth (10th) day of each month, or when requested by the OWNER, a progress report. The progress report shall reflect Project design and construction status, conditions of the Project and in particular, any deviations from schedule or requirements and reasons therefore, if any, plus a recommendation for obtaining satisfactory progress and construction.

1.10.4 DESIGN PROFESSIONAL shall participate in regular Project Conferences with OWNER'S staff as noted in Schedule A. These meetings shall be scheduled by OWNER at a location in Marion County, Florida, to be designated by OWNER.

1.10.5 DESIGN PROFESSIONAL shall attend, as technical advisor to or agent of OWNER, as directed by OWNER, all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the Project.

1.10.6 DESIGN PROFESSIONAL shall keep accurate minutes of all meetings that he attends occurring from the beginning of the project through the acceptance of the Guaranteed Maximum Price by the OWNER and distribute copies to all attending. All meetings shall be coordinated with OWNER'S staff. Meeting minutes shall be distributed within four (4) days of the meeting date.

1.10.7 DESIGN PROFESSIONAL shall coordinate all questions concerning design standards and codes with the appropriate offices

and departments of OWNER, as identified by OWNER'S Project Manager (as such term is defined in Paragraph 3.1 below). DESIGN PROFESSIONAL shall keep OWNER'S Project Manager informed of changes or requirements issued by any of those offices or departments.

1.11 DESIGN PROFESSIONAL agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of OWNER'S rules and regulations with respect to safety and security at the OWNER'S facilities, including OWNER'S drug program and tobacco free campuses program as said rules and regulations may be modified and amended by OWNER from time to time.

1.11.1 The State of Florida's Jessica Lunsford Act requires the OWNER to fingerprint and background check all individuals permitted access to school grounds when students are present, individuals who may have direct contact with children or any student of OWNER, or who may have access to or control of school funds. DESIGN PROFESSIONAL shall require that all individuals in DESIGN PROFESSIONAL'S organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the DESIGN PROFESSIONAL. If the Scope of Work stated under this Agreement requires background screening, DESIGN PROFESSIONAL shall not provide any services until OWNER provides DESIGN PROFESSIONAL with notice of clearance and issues official School District badges. All DESIGN PROFESSIONAL'S employees must register as a visitor before entering OWNER property and properly display their School District badges. Consistent with the indemnification language in this Agreement, DESIGN PROFESSIONAL reaffirms that it will indemnify and hold harmless OWNER, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the DESIGN PROFESSIONAL'S failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2023).

OWNER may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses, DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.

## **ARTICLE 2. ADDITIONAL SERVICES OF DESIGN PROFESSIONAL**

If and only to the extent authorized in writing by OWNER, DESIGN PROFESSIONAL shall furnish or obtain from others Additional Services of the types listed in Article 2 herein. These Additional Services will be paid for by OWNER as indicated in Article 5

and Schedule B. The following services, if not otherwise specified in Schedule A as part of Basic Services, shall be Additional Services:

- 2.1 Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with the Project.
- 2.2 Services resulting from significant changes in the program, general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule or character of construction; and revising previously accepted studies, reports, design documents or the contract between CONTRACTOR and OWNER including all documents incorporated into that contract ("Contract Documents"), when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond DESIGN PROFESSIONAL'S control and fault.
- 2.3 Providing renderings or models for OWNER'S use.
- 2.4 The preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.
- 2.5 Furnishing services of independent professional associates and consultants for other than the contract services to be provided by DESIGN PROFESSIONAL hereunder.
- 2.6 Services which require travel by DESIGN PROFESSIONAL outside of Marion County and any adjacent counties and are expressly directed by OWNER, other than visits to the Project site or OWNER'S offices which shall be part of Basic Services.
- 2.7 Assistance in connection with bid protests, rebidding (subject to the provisions of Paragraph 1.10 above) or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- 2.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable CONTRACTORS to proceed with their work and providing other special field surveys.
- 2.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- 2.10 Additional services rendered by DESIGN PROFESSIONAL in connection with the Project, not otherwise provided for in this Agreement or not customarily

furnished in accordance with generally accepted architectural and engineering practice.

2.11 Providing detailed construction cost estimates.

**ARTICLE 3. OWNER'S RESPONSIBILITIES**

- 3.1 OWNER shall designate in writing a project coordinator to act as OWNER'S representative with respect to the Services to be rendered under this Agreement (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S Services for the Project. However, except as may be otherwise expressly authorized in writing by the OWNER, neither the Project Manager nor any other party is authorized to issue any verbal or written orders or instructions to DESIGN PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of Services to be provided and performed by DESIGN PROFESSIONAL hereunder; (2) the time DESIGN PROFESSIONAL is obligated to complete all such Services; or (3) the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL. Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without its express prior written approval. Failure to obtain prior written approval for Additional Services waives DESIGN PROFESSIONAL'S claim that it performed Additional Services and instead such services will be deemed to be part of the Basic Services required of DESIGN PROFESSIONAL hereunder.
- 3.2 OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which are not addressed within the Scope of Services.
- 3.3 Upon request from DESIGN PROFESSIONAL, OWNER will assist DESIGN PROFESSIONAL by making available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project.
- 3.4 OWNER shall arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter the Project site to perform the Services to be provided by DESIGN PROFESSIONAL under this Agreement. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.

- 3.5 OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the Services to be rendered by DESIGN PROFESSIONAL hereunder.
- 3.6 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Agreement) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, unless otherwise stated.

#### **ARTICLE 4. TIME**

- 4.1 Services to be rendered by DESIGN PROFESSIONAL shall be commenced subsequent to the execution of this Agreement and upon written Notice of Authorization from OWNER for all or any designated portion of the Project and shall be performed and completed in accordance with the Design Schedule attached hereto and made a part hereof as Schedule C. Time is of the essence with respect to the performance of this Agreement.
- 4.2 Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its Services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then DESIGN PROFESSIONAL shall notify OWNER in writing within three (3) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension.
- 4.2.1 The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.
- 4.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This Paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the Services to be provided hereunder have been delayed for a total of six months during any of the design phases or three months during the Construction Phase, DESIGN PROFESSIONAL'S

compensation shall be equitably adjusted, with respect to those Services that have not yet been performed, to reflect the incremental increase in costs experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.

- 4.4 Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to OWNER hereunder, OWNER at its sole discretion and option may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule.
- 4.5 In addition to any other right under this Agreement, in the event any of the design phase approvals are made by OWNER containing Mandatories, Provisos or similar conditions including plan/document review comments, a minimum of ten percent (10%) of DESIGN PROFESSIONAL'S document approval payment for the following design phase will be withheld by OWNER until such Mandatories, Provisos, or similar conditional remarks including plan/document review comments have been satisfactorily resolved with OWNER by DESIGN PROFESSIONAL.

#### **ARTICLE 5. COMPENSATION**

- 5.1 Compensation and the manner of payment of such compensation by OWNER for services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in Schedule B, entitled "Basis of Compensation", which is attached hereto and made a part hereof.

#### **ARTICLE 6. OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY**

- 6.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for DESIGN PROFESSIONAL, or otherwise provided to OWNER, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, DESIGN PROFESSIONAL and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.
- 6.2 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the DESIGN PROFESSIONAL has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for current and future constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining,

occupying, and otherwise using the Project, and (iv) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects if this project is reproduced.

- 6.3 DESIGN PROFESSIONAL shall obtain from each of DESIGN PROFESSIONAL'S consultants, subconsultants, contractors, subcontractors, and representatives (referred to herein individually as a "Consultant" and collectively as the "Consultants") either an assignment from the Consultant to OWNER of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from the Consultant to OWNER, granting OWNER the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for current and future constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project, and (iv) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects if this project is reproduced.
- 6.4 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by DESIGN PROFESSIONAL or any Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- 6.5 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and OWNER agrees to indemnify and hold DESIGN PROFESSIONAL harmless from any such liability.
- 6.6 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by OWNER to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights OWNER

has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to OWNER.

- 6.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from the Consultants pursuant to Paragraph 6.3, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to Paragraph 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control.
- 6.8 OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written Agreement of the DESIGN PROFESSIONAL; provided, however, that OWNER may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without DESIGN PROFESSIONAL'S prior consent. Further, OWNER shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or OWNER's exercise of any right or license granted herein or pursuant to this Agreement.
- 6.9 DESIGN PROFESSIONAL hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the OWNER pursuant to this Agreement shall be original in the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, DESIGN PROFESSIONAL shall indemnify and hold harmless OWNER, its officers and employees (collectively "Indemnitees") from and against all liabilities, damages, losses and costs, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by DESIGN

PROFESSIONAL or DESIGN PROFESSIONAL'S consultants, or provided to the OWNER by DESIGN PROFESSIONAL, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.08, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this Paragraph 6.9 is determined not to be in compliance with Section 725.08, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Section 725.08, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

6.10 ASSIGNMENT. Neither DESIGN PROFESSIONAL nor OWNER may assign or transfer any interest arising in or from this Agreement without the prior written consent of both Parties, other than to a subsidiary, its parent company, or a corporate affiliate under same ownership and control as DESIGN PROFESSIONAL or in connection with the sale of all, or substantially all the outstanding assets or equity of DESIGN PROFESSIONAL. Should an authorized assignment occur upon mutual consent, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors, and assigns.

6.11 Representations & Warranties: DESIGN PROFESSIONAL represents and warrants to OWNER under this Agreement that:

6.11.1 Another contract, agreement, business relationship, or other arrangement does not prevent DESIGN PROFESSIONAL from entering into, or fully performing, the services required under this Agreement;

6.11.2 DESIGN PROFESSIONAL affirms and certifies that none of DESIGN PROFESSIONAL's agents, employees, or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

6.11.3 DESIGN PROFESSIONAL affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2023), to wit: A person or affiliate who has been placed on convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on an Agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stats. (2023) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list;

- 6.11.4 DESIGN PROFESSIONAL shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to conducting its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Fla. Stats. (2023), and Fla. Admin. Code R. 60A. DESIGN PROFESSIONAL shall further comply with Section 274A [8 U.S.C. 1324a] of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by DESIGN PROFESSIONAL of any laws, rules, codes, ordinances, or licensing requirements will constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;
- 6.11.5 The Parties must comply with the code of ethics for public officers and employees, Chapter 112, Fla. Stats. (2023). Therefore, no person or entity who is a party to, or receives a benefit from, this Agreement may offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the OWNER. Furthermore, no officer, employee, or agent of the OWNER may solicit or accept a gratuity, favor, or anything of monetary value from DESIGN PROFESSIONAL, its employees, or agents as a result of this Agreement between the parties.
- 6.12 Certifications: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300. DESIGN PROFESSIONAL certifies, to the best of its knowledge and belief, that neither the company nor its principals:
- 6.12.1 Are debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.
- 6.12.2 Have, within the five-year period before this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

6.12.3 Are presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the preceding paragraph B

6.12.4 Have, within the five-year period before this Agreement had one or more public transactions terminated for cause or default.

If the DESIGN PROFESSIONAL is unable to certify to any of the above statements in this certification, DESIGN PROFESSIONAL must submit a written explanation to the OWNER.

DESIGN PROFESSIONAL shall notify OWNER within thirty (30) days after the occurrence of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, concerning DESIGN PROFESSIONAL or its principals. Where this is the case, DESIGN PROFESSIONAL is not authorized to provide goods or services on the purchase order until DESIGN PROFESSIONAL receives written approval from the OWNER.

#### **ARTICLE 7. MAINTENANCE OF RECORDS**

7.1 DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

#### **ARTICLE 8. INSURANCE**

8.1 During the term of this Agreement DESIGN PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to OWNER, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL has delivered to OWNER properly executed Certificates of Insurance, using the modified ACORD form 25, Certificate of Insurance, which is attached hereto as Schedule D, evidencing the fact that DESIGN PROFESSIONAL has acquired and put in place the insurance coverage's and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if

requested by OWNER. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given OWNER of any cancellation, intent not to renew, or reduction in the policies' coverage's, except in the application of the Aggregate Limits Provisions. DESIGN PROFESSIONAL shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage's or limits received by DESIGN PROFESSIONAL from its insurer, and nothing contained herein shall relieve DESIGN PROFESSIONAL of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverage's of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Project.

8.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

8.2.1 For purposes of this Paragraph 9.2, the term "OWNER" shall be deemed to mean OWNER, Marion County School Board, a body corporate, Marion County Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof, and the individual members and employees thereof in their official capacity, and/or while acting on behalf of OWNER.

8.2.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by DESIGN PROFESSIONAL to meet the requirements of this Agreement shall name OWNER, as that name is defined in Paragraph 9.2.1, above, as an additional insured as to the operations of DESIGN PROFESSIONAL under this Agreement and the Agreement Documents and shall contain a severability of interests provisions.

8.2.3 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DESIGN PROFESSIONAL.

8.2.4 All insurance coverage's of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Project, and the "Other Insurance" provisions of any policies obtained by DESIGN PROFESSIONAL shall not apply to any insurance or self-insurance program carried by OWNER applicable to this Project.

8.2.5 The Certificates of Insurance, which are to be provided pursuant to Paragraph 9.1 above, must identify the specific Project name, as well as the site location and address and be on the form attached as Schedule D to this Agreement.

- 8.2.6 All insurance policies shall be fully performable in Marion County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 8.2.7 All insurance policies to be provided by DESIGN PROFESSIONAL pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Marion County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Marion County, Florida.
- 8.3 The acceptance by OWNER of any Certificate of Insurance for this Project evidencing the insurance coverage's and limits required in this Agreement does not constitute approval or agreement by OWNER that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 8.4 Before starting and until completion of all Services required hereunder, DESIGN PROFESSIONAL shall procure and maintain insurance of the types and to the limits specified in Schedule E, "Insurance Coverage", which is attached hereto and made a part hereof. DESIGN PROFESSIONAL shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's services, insurance of the types and to the limits specified in Schedule E, except to the extent such insurance requirements for the subconsultant or subcontractor are expressly waived in writing by OWNER.
- 8.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by OWNER, certified, true copies of the renewal policies, shall be furnished to OWNER thirty (30) days prior to the date of expiration.
- 8.6 Should at any time DESIGN PROFESSIONAL not maintain the insurance coverage's required in this Agreement, OWNER may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge DESIGN PROFESSIONAL for such coverage's purchased. If DESIGN PROFESSIONAL fails to reimburse OWNER for such costs within ten (10) days after demand, in addition to any other rights of OWNER, OWNER has the right to offset these costs from any amount due DESIGN PROFESSIONAL under this Agreement. OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company/companies used. The decision of OWNER to purchase such insurance coverage's shall in no way be construed to be a waiver of its rights under this Agreement.
- 8.7 DESIGN PROFESSIONAL, its subconsultants and subcontractors, and OWNER waive all rights of subrogation against each other, CONTRACTOR, and the

board members, directors, officers, agents, employees and subcontractors of any of them, for damages or injuries covered by any insurance maintained by a party hereunder to the extent such damages or injuries are covered by such insurance, paid by the insurer and received by OWNER, except no party hereto waives any rights they may have to the proceeds of any such insurance held by another party. DESIGN PROFESSIONAL shall require similar waivers from all of its subconsultants and subcontractors. If any policies of insurance referred to in this Agreement require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorsed.

- 8.8 All insurance companies from whom DESIGN PROFESSIONAL obtains the insurance policies required hereunder must meet the following minimum requirements:
- 8.8.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
  - 8.8.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
  - 8.8.3 The insurance company must have an A. M. Best policyholder rating of at least "A-".
  - 8.8.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

#### **ARTICLE 9. SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF**

- 9.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in Schedule H, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Agreement shall, however, be construed as constituting an Agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER beyond such as may otherwise exist without regard to this Agreement.

#### **ARTICLE 10. WAIVER OF CLAIMS**

- 10.1 DESIGN PROFESSIONAL'S acceptance of final payment shall constitute a full waiver of any and all claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. Neither the acceptance of DESIGN PROFESSIONAL'S Services nor

payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

#### **ARTICLE 11. TERMINATION OR SUSPENSION**

- 11.1 DESIGN PROFESSIONAL shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin performance of any Services required under the Agreement within the times specified under the Notice(s) of Authorization, or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches any other provision of this Agreement. OWNER may so terminate this Agreement, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days written notice.
- 11.2 If, after notice of termination of this Agreement as provided for in Paragraph 11.1 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in Paragraph 11.1, then the notice of termination given pursuant to Paragraph 11.1 shall be deemed to be the notice of termination provided for in Paragraph 11.3 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under Paragraph 11.3 below.
- 11.3 OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon five (5) business days written notice to DESIGN PROFESSIONAL. In the event of such termination for convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation associated with that portion of the Services terminated, earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by DESIGN PROFESSIONAL with respect to such terminated portions of the Services that are directly attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on portions of the Services not performed.
- 11.4 Upon termination, as set forth in Paragraph 6.1 herein, DESIGN PROFESSIONAL shall deliver to OWNER all papers, records, documents, Auto CADD Files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Agreement.
- 11.5 OWNER shall have the authority to suspend all or any portions of the Services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN

PROFESSIONAL two (2) business days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its schedule subject to the procedures set forth in Article 4 and to the provisions of Paragraph 4.3 herein.

## **ARTICLE 12. SECURING AGREEMENT/PUBLIC ENTITY CRIMES**

- 12.1 DESIGN PROFESSIONAL warrants that DESIGN PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN PROFESSIONAL, to solicit or secure this Agreement and that DESIGN PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, DESIGN PROFESSIONAL shall sign and deliver to OWNER the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule G. DESIGN PROFESSIONAL'S compensation shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 12.2 By its execution of this Agreement, DESIGN PROFESSIONAL acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **ARTICLE 13. CONFLICT OF INTEREST**

- 13.1 DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those Services.

## **ARTICLE 14. MODIFICATION**

14.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

## **ARTICLE 15. FEDERAL FUNDS**

15.1 For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the agreement and the DESIGN PROFESSIONAL accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award. As provisions A through R are subject to change without notice, the DESIGN PROFESSIONAL can access the required provisions online using the link below: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

15.1.1 FEDERAL REGULATIONS. DESIGN PROFESSIONALS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).

15.1.2 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

(1) The DESIGN PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The DESIGN PROFESSIONAL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DESIGN PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The DESIGN PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of the DESIGN PROFESSIONAL, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The DESIGN PROFESSIONAL will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the DESIGN PROFESSIONAL'S legal duty to furnish information.

(4) The DESIGN PROFESSIONAL will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the DESIGN PROFESSIONAL'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The DESIGN PROFESSIONAL will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The DESIGN PROFESSIONAL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the DESIGN PROFESSIONAL'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the DESIGN PROFESSIONAL may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The DESIGN PROFESSIONAL will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a DESIGN PROFESSIONAL becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the DESIGN PROFESSIONAL may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of DESIGN PROFESSIONALS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a DESIGN PROFESSIONAL debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon DESIGN PROFESSIONALS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15.1.3 ILLEGAL ALIEN LABOR. DESIGN PROFESSIONAL shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. DESIGN PROFESSIONAL must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.

15.1.4 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Rights to Inventions

made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 15.1.5      **PROCUREMENT OF RECOVERED MATERIALS.** (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines
- 15.1.6      **FEDERAL DRUG FREE WORKPLACE. DESIGN PROFESSIONAL** agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- 15.1.7      **ENERGY EFFICIENCY / CONSERVATION.** (42 U.S.C. 6201) **DESIGN PROFESSIONAL** agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 15.1.8      **DEBARMENT AND SUSPENSION.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 15.1.9 REMEDIES FOR VIOLATION OR BREACH OF CONTRACT. Failure of the DESIGN PROFESSIONAL to provide products within the time specified in the Scope of Work will result in the following: The OWNER shall notify DESIGN PROFESSIONAL in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded DESIGN PROFESSIONAL cannot provide product or services, OWNER reserves the right to purchase product from another DESIGN PROFESSIONAL, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting DESIGN PROFESSIONAL will be responsible for reimbursing OWNER for the price differences.
- 15.1.10 COPELAND "ANTI-KICKBACK" ACT. (18 U.S.C. 874 AND 40 U.S.C. 276C) The DESIGN PROFESSIONAL certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 15.1.11 DAVIS-BACON ACT, AS AMENDED. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29

[CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

15.1.12

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 15.1.13 HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY. (40 U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- 15.1.14 CLEAN AIR ACT. Clean Air Act ([42 U.S.C. 7401–7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 15.1.15 BYRD ANTI-LOBBYING AMENDMENT. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 15.1.16 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, OWNER is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies

Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The DESIGN PROFESSIONAL agrees that it is not providing OWNER with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, DESIGN PROFESSIONAL certifies its compliance with this provision. The DESIGN PROFESSIONAL shall pass these requirements down to any of its subcontractors funded under this Agreement. The DESIGN PROFESSIONAL shall notify OWNER if the DESIGN PROFESSIONAL cannot comply with the prohibition during the performance of this Contract.

15.1.17 DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR §200.322): As appropriate and to the extent consistent with law, the DESIGN PROFESSIONAL shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

15.1.18 ACCESS TO RECORDS (2 CFR Part 200.336): (2 CFR Part 200.336): If this Agreement is funded by federal funding identified in paragraph 3 of this Agreement, DESIGN PROFESSIONALS and subcontractors must give access to the SCHOOL BOARD, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents,

papers and records of the Proposer(s), which is directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

## **ARTICLE 16. NOTICES AND ADDRESS OF RECORD**

- 16.1 All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

### **AS TO DESIGN PROFESSIONAL:**

Harvard Jolly Architecture  
Atten: René Tercilla, AIA, ALEP  
2047 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Email: [r.tercilla@harvardjolly.com](mailto:r.tercilla@harvardjolly.com)

### **AS TO OWNER:**

MCPS Facilities Department  
C/O Director of Facilities – Construction and Maintenance  
1105 SW 7<sup>th</sup> Road  
Ocala, FL 34471  
Email: [FACDOCS@marion.k12.fl.us](mailto:FACDOCS@marion.k12.fl.us)  
Fax Number: (352) 671-6906

### **WITH COPY TO:**

Current School Board Chair  
The School Board of Marion County, Florida  
1614 E. Fort King Street  
Ocala, Florida 34471

or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement. The Parties shall deem the notice delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered, if mailed to the proper address.

- 16.2 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Paragraph.

## **ARTICLE 17. MISCELLANEOUS**

- 17.1 DESIGN PROFESSIONAL, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a fiduciary relationship of the highest trust, confidence, and fair dealing.
- 17.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 17.3 This Agreement is not assignable, in whole or in part, by DESIGN PROFESSIONAL without the prior written consent of OWNER.
- 17.4 A waiver by either Party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of OWNER does not relieve DESIGN PROFESSIONAL of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.
- 17.5 The headings of the Articles, Paragraphs, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.
- 17.6 This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect what so ever on this Agreement.
- 17.7 Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
- 17.8 All representations and covenants of the parties shall survive the expiration of this Agreement.
- 17.9 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- 17.10 Remedies: No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 17.11 Severability Clause: Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 17.12 Attorney's Fees: If any legal action or other proceeding, including arbitration is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court cost, and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 17.13 Public Records: DESIGN PROFESSIONAL understands the broad nature of these laws and agrees with Florida's Public Record Laws relating to records retention.
- 17.13.1 If DESIGN PROFESSIONAL meets the definition of "contractor" under § 119.0701, Fla. Stats. (2023), and in addition to other contract requirements provided by law, the DESIGN PROFESSIONAL agrees that it is acting as a CONTRACTOR on behalf of OWNER as provided under § 119.0701(a) and will comply with Florida's Public Records Law. Specifically, DESIGN PROFESSIONAL agrees that it will:
- 17.13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by OWNER to perform the services performed by DESIGN PROFESSIONAL under Agreement;
  - 17.13.1.2 Provide the public with access to such public records on request from OWNER'S custodian of public records;
  - 17.13.1.3 Provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

17.13.1.4 Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the terms of the Agreement if the DESIGN PROFESSIONAL does not transfer the records to the public agency;

17.13.1.5 Upon completion of the terms of the Agreement, transfer, at no cost, to OWNER all public records in possession of DESIGN PROFESSIONAL or keep and maintain public records required by the public agency to perform the service. If DESIGN PROFESSIONAL transfers all public records to the public agency upon completion of the Agreement, DESIGN PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DESIGN PROFESSIONAL keeps and maintains public records upon completion of the terms of the Agreement, DESIGN PROFESSIONAL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

17.13.2 **IF DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.**

17.14 E-VERIFY. Under Section 448.095, Fla. Stats. (2023), DESIGN PROFESSIONAL must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR must also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Upon SCHOOL BOARD request, CONTRACTOR must provide evidence of registration as required by Florida Statute. Failure to comply with

this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

- 17.15 NO WAIVER OF SOVEREIGN IMMUNITY. This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2023). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.
- 17.16 INSPECTOR GENERAL AUDITS. The SCHOOL BOARD, the United States Department of Education, the Comptroller General of the United States, the Florida Department of education, the Florida Office of the Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the DESIGN PROFESSIONAL which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four (4) years after the SCHOOL BOARD has made final payment and all services have been performed under this Agreement. DESIGN PROFESSIONAL and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by any of the above-named entities with proper authority.
- 17.17 NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the DESIGN PROFESSIONAL or OWNER, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.
- 17.18 The following Schedules are incorporated herein by reference:
- 17.18.1 Schedule A - Scope of Services
  - 17.18.2 Schedule B - Basis of Compensation
  - 17.18.3 Schedule C - Design Schedule
  - 17.18.4 Schedule D - Certificate of Insurance
  - 17.18.5 Schedule E - Insurance Coverage
  - 17.18.6 Schedule F - Rate Schedule
  - 17.18.7 Schedule G - Truth in Negotiation Certificate

- 17.18.8 Schedule H - Staffing Schedule
- 17.18.9 Schedule I - Certificate of Substantial Completion
- 17.18.10 Schedule J - Certificate of Occupancy
- 17.18.11 Schedule K - Certificate of Completion
- 17.18.12 Schedule L - Design Form of Work Authorization  
(NOT USED FOR THIS AGREEMENT)
- 17.18.13 Schedule M – Project Scope of Work

17.19 FORCE MAJEURE. Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

17.20 LEGAL AUTHORITY. Each person signing this Agreement on behalf of either Party individually warrants he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party concerning all provisions in this Agreement.

17.21 INDEPENDENT CONTRACTOR STATUS. DESIGN PROFESSIONAL is an independent contractor for all purposes arising under this contract. DESIGN PROFESSIONAL and its officers, agents, or employees will not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of OWNER. No officer, agent, or employee of DESIGN PROFESSIONAL or OWNER shall be deemed an officer, agent, or employee of the other Party. Neither DESIGN PROFESSIONAL nor OWNER, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

17.22 CONTRACTOR CONFIDENTIAL INFORMATION. DESIGN PROFESSIONAL represents that the materials it is providing under this contract contain proprietary products and trade secrets of DESIGN PROFESSIONAL. To the fullest extent permissible under applicable law, OWNER agrees to treat the material as confidential under this article. DESIGN PROFESSIONAL must separately submit to OWNER any other material DESIGN PROFESSIONAL contends constitutes or contains trade secrets or is otherwise exempt from production under Florida

public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." Also, DESIGN PROFESSIONAL must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under § 812.081, Fla. Stats. (2023) and stating the factual basis for same. If a third party submits a request to OWNER for records designated by DESIGN PROFESSIONAL as Trade Secret Materials, OWNER shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall indemnify and defend OWNER and its employees and agents from all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

- 17.23 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL Or IDEOLOGICAL INTERESTS In GOVERNMENT CONTRACTING -- F.S. 287.05701: DESIGN PROFESSIONAL'S are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the School Board will not request documentation of or consider a DESIGN PROFESSIONAL'S social, political, or ideological interests when determining if the DESIGN PROFESSIONAL is a responsible DESIGN PROFESSIONAL. DESIGN PROFESSIONAL'S are further notified that the School Board's governing body may not give preference to a DESIGN PROFESSIONAL based on the DESIGN PROFESSIONAL'S social, political, or ideological interests.
- 17.24 DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES. To ensure compliance with School Board Policy 6460 Vendor Relations, CONTRACTORS must disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the CONTRACTOR, and who are currently employed or have been employed by the SCHOOL BOARD **within the last two (2) years**. Such disclosure must include, at a minimum, the names of former SCHOOL BOARD employees, a list of the positions the employees held in the last two (2) years of their employment with SCHOOL BOARD, and the dates the employees held those positions. **Approval by SCHOOL BOARD for the use of current or former SCHOOL BOARD employees (within the last two (2) years) is mandatory before using funds obtained from this Agreement to subsidize the current or former SCHOOL BOARD employee.**

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	X/A	_____
_____	_____	_____
_____	_____	_____

**ARTICLE 18. APPLICABLE LAW**

- 18.1 Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.
- 18.2 GOVERNING LAW & VENUE. The laws of the State of Florida govern all aspects of this Agreement and all transactions contemplated by it without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.

**ARTICLE 19. DISPUTE RESOLUTION**

- 19.1 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before a mutually agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

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

**OWNER:**

**The School Board of Marion County, Florida**

**a Body Corporate**

Print Name: **Nancy Thrower**

Title: **Board Chair**

Signature:

Date:

**ATTEST:**

Print Name: **Diane V. Gullett, Ed.D.**

Title: **Superintendent**

Signature:

Date:

**DESIGN PROFESSIONAL:**

**Harvard Jolly Architecture**

**a Professional Corporation**

Print Name: **René Tercilla, AIA, ALEP**

Title: **Senior Managing Principal**

Signature:

Date:

Design Professional's State License #: **AR0013140**

**ATTEST:**

Print Name: **PHIL TREZZA**

Title: **PRINCIPAL**

Signature:

Date: **06-19-2024**

**SCHEDULE A**

**SCOPE OF BASIC SERVICES**

**1. DESCRIPTION OF PROJECT**

1.1 This Project is located at :  
Parcel 37506-002-00 in Silver Springs Shores  
\_\_\_\_\_  
\_\_\_\_\_

1.2 This Project consists of the construction of:  
New Middle School 'DD'  
\_\_\_\_\_  
\_\_\_\_\_

**2. PROGRAM VERIFICATION**

2.1 DESIGN PROFESSIONAL shall assist OWNER with respect to OWNER'S selection of a CONTRACTOR for the Project. That assistance shall include, but not be limited to, reviewing and commenting upon proposed candidates, attending meetings and interview sessions with respect to the selection of a CONTRACTOR and assisting in the development and award of the contract between OWNER and CONTRACTOR, if requested by the OWNER.

2.2 During the various design phases of this Agreement, CONTRACTOR shall provide OWNER with value engineering and other services with respect to DESIGN PROFESSIONAL'S design. Those services shall include but are not limited to the preparation of cost estimates and comments concerning the constructability of the design. DESIGN PROFESSIONAL agrees to incorporate, all suggestions or recommendations made by CONTRACTOR with respect to the Project design whenever practicable and consistent with good design and after OWNER'S written approval.

2.3 DESIGN PROFESSIONAL shall review the OWNER'S Project Program Documents, which include the Guidelines, Project Scope of Work, attached hereto and made a part of hereof as Schedule M, documents such as Surveys and Soil Information and the OWNER'S Construction Budget and Project Time Frame, to ascertain the requirements of the Project and shall either meet the design requirements set forth therein or DESIGN PROFESSIONAL shall submit a written request for variance, identifying specific exceptions. OWNER may, at its discretion, accept or reject the request for variance. DESIGN PROFESSIONAL shall prepare and submit a report on the program for OWNER'S review and approval.

2.4 DESIGN PROFESSIONAL shall review the OWNER'S budget and any applicable cost estimates as compared to the OWNER'S program documents. The DESIGN PROFESSIONAL shall confirm in writing to the OWNER whether the Project can be designed and successfully constructed within the limits of the OWNER'S budget and program constraints.

### **3. PHASE I - SCHEMATIC DESIGN**

- 3.1 Based upon the mutually agreed-upon Project program, schedule and budget by OWNER and DESIGN PROFESSIONAL, and after taking into consideration the comments and recommendations from CONTRACTOR, if the CONTRACTOR was under contract with the OWNER prior to the start of this phase, DESIGN PROFESSIONAL shall prepare, Phase I - Schematic Design Documents in compliance with the Project Program Documents and the requirements set forth under this section of this Agreement for approval by OWNER. OWNER'S acceptance of Phase I - Schematic Design Documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.
- 3.2 DESIGN PROFESSIONAL shall work with the Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design, which offer the greatest potential for the elimination of unnecessary costs. OWNER'S design Guidelines and Project Program Documents shall not be eliminated as value engineering items, unless approved in writing by the OWNER.
- 3.3 DESIGN PROFESSIONAL shall prepare a master site plan that identifies future program changes impacting site development and physical expansion with particular emphasis on curriculum, accessibility (including all ADA requirements), growth trends, traffic separation, safety, facility improvements, community joint-use and potential placement of portables.
- 3.4 DESIGN PROFESSIONAL shall consult with CONTRACTOR with respect to (1) CONTRACTOR'S development of Project construction cost estimates, (2) CONTRACTOR'S development of an overall Project schedule and (3) CONTRACTOR'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within ten (10) business days of receipt of CONTRACTOR'S comments and recommendations.
- 3.5 DESIGN PROFESSIONAL'S final Phase I – Schematic Design submittal and presentation shall include hard line schematic designs and sketches, three dimensional sketches, and basic component layout drawings. The documents must include demolition and relocation notes, elevations, floor plan layouts, basic mechanical, electrical and plumbing concepts, and an outline of proposed specification criteria (in the absence of a Master Specification). All documents must indicate the approximate size, scale and layout of all major components of the Project Scope of Work. All drawings presented to the OWNER for reviews are to be of uniform size and not to exceed 24" x 36".
- 3.6 The DESIGN PROFESSIONAL shall prepare and issue two (2) complete sets of schematic design submittals to the OWNER'S Project Manager or designee for review and approval. The DESIGN PROFESSIONAL shall deliver these documents in a formal submittal meeting in order to demonstrate to the OWNER that the DESIGN PROFESSIONAL has met the submittal requirements for this phase. The submission shall be accompanied by a Letter of Transmittal outlining

the various submittal documents. The OWNER will review the documents for approval and may request a meeting with the DESIGN PROFESSIONAL at the end of the review for the purpose of reviewing the comments with the DESIGN PROFESSIONAL. Any comments made by the OWNER from the review will be transmitted to the DESIGN PROFESSIONAL on the OWNER'S Plan Review Commentary Sheet.

- 3.7 The DESIGN PROFESSIONAL shall respond to all comments on the Sheet and shall submit the comment responses to the OWNER with the next required document submittals which shall incorporate all OWNER requested modifications as listed on the Plan Review Commentary Sheet. The DESIGN PROFESSIONAL shall revise the Phase I - Schematic Design Documents as required the by the OWNER to the OWNER'S satisfaction in order to obtain the OWNER'S Written approval and authorization to proceed to the Phase II – Design Development Phase.
- 3.8 If the Project is at an existing facility, the DESIGN PROFESSIONAL shall prepare a minimum of three (3) phasing options, with input from the OWNER and CONTRACTOR and as part of Phase I – Schematic Design Phase. This approach to design and construction will be phased during continued operation of the facility while identifying the best schedule and optimal cost for construction.
- 3.9 DESIGN PROFESSIONAL shall provide OWNER with a cost estimate as part of the Phase I - Schematic Design Documents, together with a written explanation for all variances between that cost estimate and OWNER'S approved Project construction budget. The cost estimate format shall be subject to OWNER'S approval and may require electronic submission of cost estimate information. If DESIGN PROFESSIONAL'S cost estimate or any other estimate prepared by or for OWNER based upon the Phase I - Schematic Design Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, DESIGN PROFESSIONAL shall revise the Phase I - Schematic Design Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL shall be solely responsible for all costs and expenses which it may incur in revising the Phase I - Schematic Design Documents to bring them within OWNER'S approved Project construction budget. If OWNER requires a detailed construction cost estimate from DESIGN PROFESSIONAL, such estimate shall be provided as an Additional Service.

#### **4. PHASE II - DESIGN DEVELOPMENT PHASE**

After OWNER'S review and approval of the Phase I - Schematic Design Documents and issuance of OWNER'S written authorization to proceed, DESIGN PROFESSIONAL shall commence the Phase II - Design Development services and perform the following:

- 4.1 Develop design documents to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this stage of development, including long lead and special order materials and equipment.

- 4.2 Continue developing the architectural, civil, structural, mechanical, electrical, security, and other discipline's responsibilities that establish the final scope and details for that discipline's work. The Phase II – Design Development Documents shall specifically include revised site design, preliminary landscape & Irrigation design, completed floor plan & elevations and 50% completed designs for all other items.
- 4.3 Perform materials research and prepare specifications herein known as the Project Manual, specific to Project requirements in draft form. The Project Manual shall minimally describe all systems and basic materials proposed for the Project.
- 4.4 Identify and properly coordinate the requirements of the various utility services that have an impact upon the Project Design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.
- 4.5 Consult with CONTRACTOR with respect to (i) CONTRACTOR'S development of Project construction cost estimates, (ii) CONTRACTOR'S development of an overall Project schedule and (iii) CONTRACTOR'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within ten (10) business days of receipt of CONTRACTOR'S comments and recommendations.
- 4.6 Work with the OWNER'S Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design, which offer the greatest potential for the elimination of unnecessary costs. OWNER'S Guidelines and Project Program Documents shall not be eliminated as value engineering items, unless approved in writing by the OWNER.
- 4.7 Working in concert with the CONTRACTOR, generate alternative ideas through value engineering workshops with the OWNER to provide the identified primary function for the Project.
- 4.8 Evaluate alternative ideas in terms of their feasibility to construct, time and cost.
- 4.9 Develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.
- 4.10 DESIGN PROFESSIONAL'S final Phase II – Design Development submittal and presentation shall include all refinements reacting to comments from the Phase - I review by the OWNER. All drawings presented to the OWNER for reviews are to be uniform size and not to exceed 24" x 36".
- 4.11 The DESIGN PROFESSIONAL shall prepare and issue four (4) complete sets of Design Development submittals to the OWNER'S Project Manager or designee for review and approval. The DESIGN PROFESSIONAL shall deliver these documents in a formal submittal meeting in order to demonstrate to the OWNER that the DESIGN PROFESSIONAL has met the submittal requirements for this phase. The submission shall be accompanied by a Letter of Transmittal outlining

the various submittal documents. The DESIGN PROFESSIONAL shall also, submit these documents to the OWNER electronically as a PDF file. The OWNER will review the documents for approval and may request a meeting with the DESIGN PROFESSIONAL at the end of the review for the purpose of reviewing the comments with the DESIGN PROFESSIONAL. Any comments made by the OWNER from the review will be transmitted to the DESIGN PROFESSIONAL on the OWNER'S Plan Review Commentary Sheet.

- 4.12 The DESIGN PROFESSIONAL shall submit a "blank" floor plan of all buildings affected by the work as well as a site plan indicating all buildings on the campus. These documents will be used by the OWNER to assign or re-assign FLORIDA INVENTORY OF SCHOOL HOUSES (F.I.S.H.) numbers to spaces and buildings affected by the work. The re-numbered plan will be returned to the DESIGN PROFESSIONAL for incorporation by the DESIGN PROFESSIONAL into the project documents. This plan shall serve as the official room and building number document for the project. The DESIGN PROFESSIONAL shall incorporate signage requirements for both rooms and buildings if any existing numbers are changed or if new numbers are added by the OWNER.
- 4.13 If any existing doors of the facility are affected by the work or if new doors are added to the project, the DESIGN PROFESSIONAL shall submit a door and hardware schedule template. These documents will be used by the OWNER to develop the various hardware sets necessary for the project. The schedules shall consist of a spread sheet that shall contain columns for the door numbers, hardware sets, door sizes, door types, door labels and fire ratings, general notes and alternate numbers. There shall be a separate schedule for each building in the project. The OWNER shall complete the schedule and return the schedule to the DESIGN PROFESSIONAL with the plan review comments so that the DESIGN PROFESSIONAL may incorporate the schedule into the project documents.
- 4.14 The DESIGN PROFESSIONAL shall submit all required documents to the appropriate Authorities Having Jurisdiction such as Water Management agencies and other State agencies, for review and comment. The OWNER'S Building Code Compliance Office shall submit any required documents to the local Fire Marshal's Office.
- 4.15 The DESIGN PROFESSIONAL shall respond to all comments on the Sheet and shall submit the comment responses to the OWNER with the next required document submittals which shall incorporate all OWNER requested modifications as well as modifications requested by Authorities Having Jurisdiction, only as mandated by State Statutes, as may be listed on the Plan Review Commentary Sheet at no additional cost to the OWNER. The DESIGN PROFESSIONAL shall revise the Phase II – Design Development Documents as required by the OWNER to the OWNER'S satisfaction in order to obtain the OWNER'S written approval and authorization to proceed to the Phase III – Construction Document Phase.

- 4.16 DESIGN PROFESSIONAL shall assist the OWNER'S Construction Manager with development and updating of the cost estimate as part of the Phase II – Design Development Documents and bring to OWNER'S attention in writing any variances between that updated cost estimate and OWNER'S approved Project construction budget. Cost estimate format shall be subject to OWNER's approval and may require electronic submission of cost estimate information. If DESIGN PROFESSIONAL'S updated cost estimate or any other estimate prepared by or for OWNER based upon the Phase II - Design Development Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, OWNER may elect to modify its budget and/or require DESIGN PROFESSIONAL to revise the Phase II - Design Development Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL shall be solely responsible for all costs and expenses which it may incur in revising the Phase II – Design Development Documents to bring them within OWNER'S approved Project construction budget.

## **5. PHASE III - CONSTRUCTION DOCUMENTS**

After OWNER'S review and approval of the Phase II - Design Development Documents and issuance of OWNER'S written authorization to proceed, DESIGN PROFESSIONAL shall commence the Phase III - Construction Documents services and perform the following:

- 5.1 Prepare final calculations, Construction Documents setting forth in detail each discipline's requirements into a cohesive whole based upon the approved Phase II - Design Development Documents, consultations with CONTRACTOR, and OWNER'S Project Manager.
- 5.2 Complete the Project Manual in accordance with the Guidelines and all other requirements of this Agreement.
- 5.3 Consult with CONTRACTOR with respect to (1) CONTRACTOR'S development of Project construction costs estimates, (2) CONTRACTOR'S development of an overall Project schedule and (3) CONTRACTOR'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within fourteen (14) calendar days of receipt of CONTRACTOR'S comments and recommendations.
- 5.4 Prepare and file all final applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State agencies. The OWNER'S Building Code Compliance Office shall submit required documents to the local Fire Marshal's Office for review and comment. These items shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, DESIGN PROFESSIONAL shall advise OWNER and schedule the necessary contacts and liaison with all authorities having permit jurisdiction over the Project, and shall furnish, on a timely basis, such plans, data and information as

may be necessary to secure approval of the required permits. DESIGN PROFESSIONAL shall, at no additional cost to OWNER, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

- 5.5 DESIGN PROFESSIONAL shall update the campus Master Plan drawings to reflect the current as built condition related to the overall Master Plan goals.
- 5.6 DESIGN PROFESSIONAL'S final Phase III – Construction Document submittal and presentation shall include all refinements reacting to comments from the Phase II review by the OWNER. All drawings presented to the OWNER for reviews are to be of uniform size and shall not exceed 24" x 36".
- 5.7 The DESIGN PROFESSIONAL shall prepare and issue four (4) complete sets of Construction Documents submittals to the OWNER'S Project Manager or designee for review and approval along with the Plan Review Commentary Sheet comment responses from the previous design phase. The DESIGN PROFESSIONAL shall respond on the Plan Review Commentary Sheet with the remedy to the OWNER'S comments and shall cloud the remedy on the Construction Document submittals in order to afford the OWNER the opportunity to review the remedy as part of the plan review process for this phase. The DESIGN PROFESSIONAL shall deliver these documents in a formal submittal meeting in order to demonstrate to the OWNER that the DESIGN PROFESSIONAL has met the submittal requirements for this phase. This submission shall be accompanied by a Letter of Transmittal outlining the various submittal documents. The DESIGN PROFESSIONAL shall also submit these documents to the OWNER electronically as a PDF file. The OWNER will review the documents for approval and may request a meeting with the DESIGN PROFESSIONAL at the end of the review for the purpose of reviewing the comments with DESIGN PROFESSIONAL. Any comments made by the OWNER from the review will be transmitted to the DESIGN PROFESSIONAL on the OWNER'S Plan Review Commentary Sheet.
- 5.8 The DESIGN PROFESSIONAL shall produce the official space chart for the facility, which shall indicate the name, facility space number, net square feet for each space and floor finish of each space. Information shall be submitted to the OWNER via the Facilities Department on the Facilities Department's Space Chart Form #325. All information on the space chart shall be incorporated into the project documents by the DESIGN PROFESSIONAL once approved by the OWNER. The DESIGN PROFESSIONAL shall update the space chart as needed if there are any changes to the buildings, room numbers, net square feet or floor finishes during other phases of design or construction on this project.
- 5.9 At the end of the OWNER'S review process for this phase of design, the OWNER will issue a Plan Review Comment Sheet outlining all comments, recommendations, questions and requirements by the OWNER and Authorities Having Jurisdiction, to the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall respond to all comments on the sheet and shall submit the comment responses to the OWNER with the next required document submittals which shall incorporate all OWNER requested modifications as well as

modifications requested by Authorities Having Jurisdiction as may be listed on the Plan Review Commentary Sheet. The DESIGN PROFESSIONAL shall revise the Phase III – Construction Documents as required by the OWNER to the OWNER'S satisfaction and to the satisfaction of Authorities Having Jurisdiction in order to obtain the OWNER'S written approval and authorization to proceed to the Building Permit Phase.

- 5.10 The DESIGN PROFESSIONAL, depending on the project, may be asked by the OWNER to present the Phase III – Construction Documents to the School Board at a regularly scheduled Board Workshop. The documents required for the presentation shall include the master site plan, all floor plans and elevations of all buildings scheduled to receive work as part of the project. If the project scope involves only a system upgrade such as replacement of HVAC or other utility related systems, the DESIGN PROFESSIONAL shall include a layout of the systems as part of the presentation documents. The presentation shall consist of 11 x 17 sized paper handouts of all presentation documents as well as a power point electronic presentation of the same documents. The DESIGN PROFESSIONAL shall provide an electronic copy of all documents presented at the Workshop for inclusion in the presentation minutes. Board approval of the Phase III - Construction Documents is required before the DESIGN PROFESSIONAL can proceed to the Building Permit Phase. Approval by the School Board will be granted at a regularly scheduled Board Meeting and not at the Workshop.
- 5.11 DESIGN PROFESSIONAL shall assist the OWNER'S Construction Manager with development and updating of the cost estimate as part of the Phase III – Construction Documents, and notify OWNER in writing of any variances between that updated cost estimate and OWNER'S approved Project construction budget. If DESIGN PROFESSIONAL'S updated budget estimate or any other estimate prepared by or for OWNER based upon the Phase III - Construction Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, OWNER may elect to modify its budget and/or require DESIGN PROFESSIONAL to revise the Phase III - Construction Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL will be solely responsible for all costs and expenses which it may incur in revising the Phase III - Construction Documents to bring them within OWNER'S approved Project construction budget.
- 5.12 As used herein, the term "Construction Documents" refers to all documents to be prepared by and for DESIGN PROFESSIONAL pursuant to this Agreement with respect to the construction of the Project, including, but not limited to, all drawings, specifications, bid documents, Project Manual, contract conditions, and Addenda.

## **6. BUILDING PERMIT PHASE**

- 6.1 DESIGN PROFESSIONAL is responsible for cooperating with and providing assistance to OWNER and CONTRACTOR with respect to the applicable

building permit application process and the issuance of all necessary and required permits for the Project.

- 6.2 As part of the building permit application package, the DESIGN PROFESSIONAL shall provide the OWNER'S Project Manager with four (4) complete sets of signed and sealed Construction Documents and all other bidding documents prepared by the DESIGN PROFESSIONAL. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the DESIGN PROFESSIONAL per Florida Statutes. The submittal shall incorporate resolutions to all previous comments made by the OWNER and Authorities Having Jurisdiction.
- 6.3 As part of the building permit application process, the OWNER and the OWNER'S Building Code Compliance Official ("BCCO") and Authorities Having Jurisdiction shall review and provide comments to the DESIGN PROFESSIONAL on the submitted Construction Documents. DESIGN PROFESSIONAL shall revise the Construction Documents by incorporating necessary revisions to address mandatory inclusions made by OWNER, the Project Manager, the office of the BCCO and Authorities Having Jurisdiction. The revised final Construction Documents shall be signed and sealed by the DESIGN PROFESSIONAL and re-submitted to the Project Manager along with responses and remedies from the DESIGN PROFESSIONAL to any comments made on the Plan Review Commentary Sheet by any of the noted parties. The DESIGN PROFESSIONAL shall provide four (4) complete sets of these documents. Once this revised set of Construction Documents is approved by OWNER, it will be deemed to be the final approved set of Construction Documents upon which the construction of the Project is to be based.

## **7. BIDDING PHASE**

It is anticipated that the Bidding Phase will commence prior to the completion of one-hundred percent (100%) Construction Documents. Accordingly, DESIGN PROFESSIONAL shall cooperate with and assist OWNER and CONTRACTOR during the Bidding Phase as hereafter provided:

- 7.1 DESIGN PROFESSIONAL shall provide the OWNER'S Project Manager with one electronic copy of the Construction Documents and all other bidding documents prepared by or for DESIGN PROFESSIONAL. Dependent upon the Project schedule, the Bidding Phase may take place prior to or concurrently with code review of the Construction Documents. Accordingly, DESIGN PROFESSIONAL may be required, as directed by OWNER, to provide CONTRACTOR with design documents and other bidding documents prior to one-hundred percent (100%) final approved Construction Documents.
- 7.2 DESIGN PROFESSIONAL shall assist OWNER in reviewing, evaluating and advising OWNER regarding subcontractor bids and CONTRACTOR'S final Project schedule and Guaranteed Maximum Price proposal. DESIGN PROFESSIONAL shall attend the pre-bid conferences and shall be responsible for developing and providing to OWNER any Addenda to the Contract Documents that result from those conferences. The DESIGN PROFESSIONAL

shall make a written recommendation to the OWNER with respect to the OWNER entering an Agreement with the CONTRACTOR at the amount of the proposed Guaranteed Maximum Price.

- 7.3 DESIGN PROFESSIONAL shall prepare any required Addenda to the Construction Documents, submit Addenda for Building Permit approval through CONTRACTOR, and distribute all required copies to all necessary parties as determined by the OWNER. DESIGN PROFESSIONAL shall respond only to questions or requests for clarifications concerning the Construction Documents submitted in writing by OWNER or CONTRACTOR. Written questions by bidders and subcontractors during bidding shall be answered by the DESIGN PROFESSIONAL through the issuance of an Addenda through the CONTRACTOR.

## **8. CONSTRUCTION PHASE**

- 8.1 DESIGN PROFESSIONAL shall keep OWNER apprised of all contacts and/or communications between DESIGN PROFESSIONAL and CONTRACTOR. OWNER shall be copied on all correspondence between DESIGN PROFESSIONAL and CONTRACTOR. All contacts and/or communications between DESIGN PROFESSIONAL and the various trade subcontractors shall be routed through CONTRACTOR.
- 8.2 During the Construction Phase, DESIGN PROFESSIONAL shall provide the following services:
- 8.2.1 Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format) per Project Manual Table of Contents.
- 8.2.2 Process, review, respond, approve and distribute shop drawings, product data, samples, substitutions and other submittals required by the Contract Documents within five (5) business days from receipt of such documents by the CONTRACTOR. No substitutions shall be allowed unless approved in writing by the OWNER. The DESIGN PROFESSIONAL shall bear any costs associated with the OWNER'S objection and rejection of substitutions if this provision of the Agreement is violated.
- 8.2.3 Maintenance of a master file of all submittals, including submittal register, made to DESIGN PROFESSIONAL, with duplicates for OWNER. OWNER'S copy shall be in electronic/CD format and submitted at time of Substantial Completion.
- 8.2.4 Construction field observation services consisting of visits to the Project site as frequently as necessary, but not less than once every week, to become generally familiar with the progress and quality of the CONTRACTOR'S work and to determine in general if

the work is proceeding in accordance with the Construction Documents. When DESIGN PROFESSIONAL discovers portions of the work which do not conform to the Construction Documents, DESIGN PROFESSIONAL, shall have the authority and duty to reject such work. Provide a written report of each visit, within five (5) business days from the DESIGN PROFESSIONAL'S site visit, to the OWNER'S Project Manager. This field observation requirement shall apply to any subconsultants or subcontractors of DESIGN PROFESSIONAL at appropriate construction points.

8.2.5 DESIGN PROFESSIONAL, as representative of OWNER during construction, shall advise and consult with OWNER. Through its on-site observations of the CONTRACTOR'S work in progress and field checks of materials and equipment, DESIGN PROFESSIONAL shall endeavor to provide protection for OWNER against defects and deficiencies in the work of CONTRACTOR and the various trade subcontractors of CONTRACTOR.

8.2.6 Prior to the submission of CONTRACTOR'S first Application for Payment, the DESIGN PROFESSIONAL shall review the CONTRACTOR'S schedule of values and recommend adjustments. DESIGN PROFESSIONAL shall review each Application for Payment submitted by the CONTRACTOR on a monthly basis along with all attached supporting documentation and based on such observations at the site and on the Applications for Payment submitted by the CONTRACTOR, DESIGN PROFESSIONAL shall recommend the amount owing to CONTRACTOR and shall acknowledge the Certificates of Payment initially completed by the CONTRACTOR for such amounts. The issuance of Certificate of Payment shall constitute a representation by DESIGN PROFESSIONAL to OWNER that: (i) the CONTRACTOR'S work has progressed to the point indicated; (ii) that to the best of DESIGN PROFESSIONAL'S knowledge, information and belief, the quality of CONTRACTOR'S work is in accordance with the Construction Documents and to any specific qualifications stated in the Certificate of Payment; and (iii) CONTRACTOR is entitled to payment in the amount certified. The DESIGN PROFESSIONAL shall process such applications within seven (7) calendar days after receipt of such application or no later than the 15<sup>th</sup> of each month (CONTRACTOR must submit applications no later than the 7<sup>th</sup> of each month). If the DESIGN PROFESSIONAL has reason to reject an application, the DESIGN PROFESSIONAL shall do so in writing by stating the reason for the rejection and shall notify both the CONTRACTOR and the OWNER in writing within five (5) business days after receipt of an Application for Payment. DESIGN PROFESSIONAL shall become familiar with Article 4 of Exhibit A General Terms and Conditions, of the CONTRACTOR's Contract with the OWNER, which further outlines the DESIGN

PROFESSIONAL'S duties regarding the CONTRACTOR'S Application for Payment.

- 8.2.7 DESIGN PROFESSIONAL shall review claims for extra compensation, or extensions of time from CONTRACTOR, make written recommendations to OWNER within five (5) business days concerning validity, and prepare responses for OWNER.
- 8.2.8 DESIGN PROFESSIONAL shall be, in the first instance, the interpreter of the requirements of the Construction Documents. DESIGN PROFESSIONAL shall render opinions on all claims of CONTRACTOR relating to the execution and progress of the CONTRACTOR'S work and on all other matters or questions related thereto. DESIGN PROFESSIONAL'S decisions in matters relating to artistic effect shall be final if consistent with the intent of the Construction Documents, subject to OWNER'S written approval. DESIGN PROFESSIONAL shall review for comment or approval any and all proposal requests, supplemental drawings and information, substitutions, value engineering suggestions and change orders.
- 8.2.9 Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification or Requests for Information (RFI'S) by CONTRACTOR or OWNER as required by construction exigencies. DESIGN PROFESSIONAL'S response to any such request must be received by OWNER and CONTRACTOR within five (5) business days. DESIGN PROFESSIONAL will review and respond to all submittals from CONTRACTOR, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the CONTRACTOR'S work, but in no event, more than five (5) business days, unless OWNER expressly agrees otherwise in writing. Review of CONTRACTOR'S submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CONTRACTOR as required by the Contract Documents. DESIGN PROFESSIONAL'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by DESIGN PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. DESIGN PROFESSIONAL'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 8.2.10 The DESIGN PROFESSIONAL shall prepare a color board for the project, to include samples of all colors and textures for those elements of the project included in the project design. The color board shall be created from the OWNER'S standard paint colors. Samples for the color board shall include interior and exterior, floor,

wall, ceiling, door and frame, window, mill work, signage, specialty items, metals, fabrics, and other exposed finishes and surfaces. The DESIGN PROFESSIONAL shall seek the OWNER'S approval for the color board and shall modify the colors and textures of the various elements of the color board until the OWNER approves the color board in writing. The DESIGN PROFESSIONAL shall create two (2) official color boards from the OWNER'S approved color board selections. Each board shall clearly note all finishes for all elements of the project. A sample of each finish, grouped by finish type, shall be mounted to each color board and shall display the color and texture of each sample. Text shall be provided under each sample indicating the name of color, the texture, the manufacturer of the color/finish, and any appropriate model or formula numbers. The DESIGN PROFESSIONAL shall provide this same information on standard letter sized paper in the text format neatly organized, and grouped by the finish type with the name of project displayed at top of the document. One set of each document shall accompany each color board. One complete approved color board and color board document shall be delivered to the OWNER for his record while the other complete approved color board and color document shall be delivered to the CONTRACTOR for reference at the project site.

- 8.2.11 DESIGN PROFESSIONAL shall have authority to reject work of the CONTRACTOR which does not conform to the Construction Documents. Whenever, in its reasonable opinion, DESIGN PROFESSIONAL considers it necessary or advisable to ensure the proper implementation or the intent of the Construction Documents, subject to OWNER'S prior written approval, DESIGN PROFESSIONAL will have authority to require special inspection or testing of any work of CONTRACTOR in accordance with the provisions of the Construction Documents whether or not such work be then fabricated, installed or completed.
- 8.2.12 DESIGN PROFESSIONAL shall review and provide written comment upon all change order requests by the CONTRACTOR, as well as any cost estimate associated with a change order request, prepared by CONTRACTOR. Upon Agreement by the OWNER, the DESIGN PROFESSIONAL shall prepare and provide change orders or construction change directives to the OWNER for approval and issuance to the CONTRACTOR and revise the Construction Documents accordingly.
- 8.2.13 DESIGN PROFESSIONAL shall submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the CONTRACTOR'S work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject work.

- 8.2.14 DESIGN PROFESSIONAL shall review the Project schedule, subcontractor construction schedule(s), schedule(s) of shop drawing submittals and schedule(s) of values prepared by CONTRACTOR and advise and/or recommend in writing to OWNER concerning their acceptability.
- 8.2.15 DESIGN PROFESSIONAL shall attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, pre-closeout meetings and other Project-related meetings, and provide the official meeting minutes for these meetings. The DESIGN PROFESSIONAL'S official meeting minutes will be in addition to any meeting agenda, or meeting minutes prepared by the CONTRACTOR.
- 8.2.16 Receive notice from CONTRACTOR if other work related to the Project by OWNER'S own forces, by utility owners, or by other direct Contractors will involve additional expense to CONTRACTOR or require additional time and advise OWNER.
- 8.2.17 Receive copies of all accident reports submitted by CONTRACTOR and advise OWNER.
- 8.2.18 Advise OWNER of facts known to DESIGN PROFESSIONAL which may constitute an event of default on the part of the CONTRACTOR under the Contract Documents, and advise and make recommendations to the OWNER with respect to the remedies available to the OWNER under the Contract Documents.
- 8.2.19 Review and comment upon, without assuming any liability for, CONTRACTOR'S quality control program.
- 8.2.20 Review the CONTRACTOR'S work to confirm that the plans and facility comply with the current Florida Building Code, and maintain a copy of the current Florida Building Code at its office for review by CONTRACTOR. Report any discrepancies observed or noted to OWNER. The applicable building permit office will prepare and issue the Certificate of Occupancy at the appropriate time to the CONTRACTOR, the form of which is attached as Schedule J. In the event the Project is not an occupiable space, the building permit office will issue a Certificate of Completion, the form of which is attached as Schedule K.
- 8.2.21 DESIGN PROFESSIONAL shall manage the OWNER'S Project closeout process. Upon notice from CONTRACTOR, and with the assistance of OWNER, DESIGN PROFESSIONAL shall conduct the Substantial Completion inspection and if appropriate issue the Certificate of Substantial Completion on the form attached as Schedule I. The DESIGN PROFESSIONAL shall develop the project punch list of all incomplete and/or unsatisfactory items found during the substantial completion inspection. When

developing the project punch list, the DESIGN PROFESSIONAL shall include any comments from the OWNER in the project punch list which shall be distributed to the OWNER as well as the CONTRACTOR. DESIGN PROFESSIONAL shall notify CONTRACTOR in writing of work not complete by providing the final punch list to CONTRACTOR within seven (7) calendar days after CONTRACTOR has achieved Substantial Completion.

- 8.2.22 Upon notice from CONTRACTOR, conduct final inspections including verification that the punch list items have been satisfactorily corrected, and assist OWNER in final acceptance of Project. If appropriate, issue a letter to the OWNER stating that the DESIGN PROFESSIONAL has reviewed the Project including work done on punch list items, and deems all items resolved thus recommending that the OWNER accept the Project.
- 8.2.23 Evaluate all testing results and make recommendations to OWNER.
- 8.2.24 Assist OWNER in the establishment of programs of operation and maintenance of the physical plant and equipment.
- 8.2.25 Assist OWNER and CONTRACTOR in the training of the facility operation and maintenance personnel with respect to the proper operations, schedules, procedures and inventory controls for the various Project equipment and systems. Such assistance shall include assisting OWNER in arranging for and coordinating the instruction and training on operations and maintenance of the Project's equipment and systems in conjunction with the various manufacturer representatives. Further, DESIGN PROFESSIONAL is to attend all such training sessions, unless otherwise consented to by OWNER in writing.
- 8.2.26 Review for compliance with CONTRACTOR'S obligation under the Contract Documents, all operation and maintenance manual submittals, and other close out documents prior to submittal to OWNER. The DESIGN PROFESSIONAL shall carry out this review within twenty one (21) calendar days from receipt of the documents and shall notify both the OWNER and CONTRACTOR as to the acceptability of the documents at that time.
- 8.2.27 Schedule via OWNER and visit with OWNER and CONTRACTOR the facility at initial occupancy and at eleven (11) months after issuance of the Certificate of Substantial Completion. During each facility visit, DESIGN PROFESSIONAL shall observe, troubleshoot and advise in the operation of building systems. This shall not relieve DESIGN PROFESSIONAL of its obligation to make other visits to the facility based on need should specific issues arise.

- 8.2.28 After CONTRACTOR provides DESIGN PROFESSIONAL with its marked-up "As-Built" drawings and specifications, DESIGN PROFESSIONAL will revise the final approved Construction Documents to incorporate all "As-Built" information contained in the CONTRACTOR'S marked-up "As-Built" drawings and specifications, as well as to reflect all Addenda, contract changes and field changes (sometimes referred to herein as the "Record Documents"). DESIGN PROFESSIONAL shall provide OWNER with two (2) electronic copies on compact disk (CD) of the Record Documents, one set of the conformed, signed and sealed drawings and prints, and one set of the conformed Project Manual/Specifications signed and sealed.
- 8.2.28.1 One electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, "purged and bound" and shall be a manipulatable file, and one electronic copy on CD of the Record Documents shall be provided in "PDF" format, latest version. Both copies shall be compatible with OWNER'S system.
- 8.2.28.2 Throughout the Construction Phase, DESIGN PROFESSIONAL shall review CONTRACTOR'S marked-up "As-Built" drawings and Project Manual/Specifications, on a regular basis, and at least monthly, prior to certification of CONTRACTOR'S monthly Application for Payment.
- 8.2.29 The DESIGN PROFESSIONAL shall produce FLORIDA INVENTORY OF SCHOOL HOUSES (F.I.S.H.) plans for the project. The plans shall reflect any modifications to existing spaces or the addition of any spaces to the campus. The plans shall be in electronic AutoCAD.dwg format as manipulatable files.
- 8.2.29.1 The first plan shall consist of a campus F.I.S.H. plan which shall consist of the property lines, all buildings and the associated building numbers, and basic site features such as parking lots and storm water retention ponds. The plan shall also indicate other items as requested by the OWNER such as the campus address.
- 8.2.29.2 The second plan shall consist of a floor plan for each building that is new or was remodeled as part of the project. There shall be a separate sheet for each affected building. The floor plan shall indicate all walls and door openings as well as the room and building numbers as assigned by the OWNER in the Facility Space Chart. The plan shall also indicate the direction of North and shall contain a key plan

indicating the building's location in reference to the other campus buildings.

- 8.2.29.3 If the project consists of a remodeling of an existing campus or an addition to an existing campus and the OWNER has existing F.I.S.H. plans, the OWNER will furnish the DESIGN PROFESSIONAL with existing files for the DESIGN PROFESSIONAL to modify in order to satisfy the requirements of section 8.2.29. of this Agreement. If the OWNER does not have existing files or if the project is a new campus or consists of constructing buildings on a current undeveloped campus, then the DESIGN PROFESSIONAL shall create all associated plans in accordance with this section of this Agreement and according to the OWNER'S requests and formatting style.
- 8.2.30 Consult with, and recommend solutions to, OWNER during the duration of warranties in connection with inadequate performance of equipment, materials or systems under warranty.
- 8.2.31 Submit a facility and equipment review schedule to OWNER at the time of Substantial Completion. Perform reviews of facilities and equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment. Submit a written report to OWNER.
- 8.2.32 Document noted defects or deficiencies and assist OWNER in preparing instructions to CONTRACTOR for correction of noted defects.
- 8.2.33 The DESIGN PROFESSIONAL, upon final acceptance of the Project, shall issue a letter to the OWNER stating that the CONTRACTOR has fulfilled all of its obligations of the Contract Documents.

## **9. DELIVERABLES**

DESIGN PROFESSIONAL shall furnish documents in type, format, version and quantities indicated in this Agreement or in any other referenced documents.

## **10. SERVICES RELATING TO ALL PHASES**

- 10.1 The DESIGN PROFESSIONAL shall assist in the preparation of data as required by the Florida Department of Education, Florida Inventory of School Houses (FISH). Specifically, the DESIGN PROFESSIONAL shall :
- 10.1.1 Integrate the FISH numbering system into the actual Construction Document floor plan numbering system.

- 10.1.2 Complete and submit Facility Inventory Report for each building including all fields required to complete FISH for the Project.
- 10.1.3 Fill out any DOE forms upon request by the OWNER for the Project.
- 10.1.4 Provide analysis of existing documents, field verifications of existing conditions and create new FISH standardized drawings as required.
- 10.1.5 Field verification includes building count, room-by-room verification of design codes, room size and shape, finish, adequacy of lighting, heating and ventilation as well as other miscellaneous items required in Inventory regulations.
- 10.1.6 This F.I.S.H. inventory shall be in the format required by Florida Department of Education.
- 10.2 DESIGN PROFESSIONAL'S design documents shall be consistent with OWNER'S program (including the Guidelines) at all phases of design unless expressly authorized otherwise in writing by OWNER.
- 10.3 DESIGN PROFESSIONAL shall submit to OWNER design notes and computations to document the design conclusions reached during the development of the Project design as requested by OWNER.
  - 10.3.1 The design notes and calculations shall include, but not be limited to, the following data:
    - 10.3.1.1 Design criteria used for the Project;
    - 10.3.1.2 Lighting calculations;
    - 10.3.1.3 Structural calculations;
    - 10.3.1.4 Drainage calculations;
    - 10.3.1.5 Acoustical calculations;
    - 10.3.1.6 HVAC calculations;
    - 10.3.1.7 Security and communications calculations;
    - 10.3.1.8 Calculations as required by provisions of the Florida Energy Conservation Standards Act (Department of Community Affairs), latest revision;
    - 10.3.1.9 Thermal Efficiency Standards (Florida Energy Efficiency Code for Building Construction, Department of Community Affairs, F.S. 552.900)

- 10.3.1.10 Life Cycle Costs (Florida Administrative Code and F.S. 235.26)
  - 10.3.1.11 Calculations showing probable cost comparisons of various alternatives considered;
  - 10.3.1.12 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
  - 10.3.1.13 Other Project related correspondence as appropriate.
- 10.4 All drawing documents for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and in conformance to OWNER'S Cad Standards found in the Guidelines. Documents shall be furnished in accordance with the Deliverable Schedule.
- 10.5 At the time this Agreement is executed, DESIGN PROFESSIONAL has reviewed the form of contract to be entered into between OWNER and CONTRACTOR. In addition to all other Basic Services to be provided by DESIGN PROFESSIONAL hereunder, DESIGN PROFESSIONAL agrees that any other services noted within the contract between OWNER and CONTRACTOR to be provided by DESIGN PROFESSIONAL are hereby incorporated by reference into the Basic Services to be provided by DESIGN PROFESSIONAL hereunder. Any changes to the form of contract between OWNER and CONTRACTOR from that reviewed by DESIGN PROFESSIONAL, which would increase the scope of Basic Services otherwise required of DESIGN PROFESSIONAL, will entitle the DESIGN PROFESSIONAL to an equitable adjustment to the Agreement for such Additional Services, if DESIGN PROFESSIONAL requests such adjustment in accordance with the requirements of this Agreement and OWNER provides advance written authorization for DESIGN PROFESSIONAL to proceed with such Additional Services in accordance with the terms of this Agreement.
- 10.6 OWNER in no way obligates itself to check DESIGN PROFESSIONAL'S Services, and further, is not responsible for maintaining the Design Schedule.
- 10.7 OWNER'S approval or acceptance of any Service in any phase does not relieve DESIGN PROFESSIONAL of any of its duties, obligations or responsibilities under this Agreement.
- 10.8 DESIGN PROFESSIONAL'S attendance at any partnering sessions with CONTRACTOR is mandatory and included within Basic Services
- 10.9 DESIGN PROFESSIONAL acknowledges that OWNER has established a construction budget of \$55,000,000.00, which may be subject to adjustments, as approved by OWNER in writing. DESIGN PROFESSIONAL agrees to perform professional services for the Project, in accordance with the terms and conditions set forth herein, for design of the Project at a total construction cost to OWNER which does not exceed the above noted OWNER'S budget. Evaluations of the Project budget and any estimates of construction cost prepared, reviewed or agreed to by DESIGN PROFESSIONAL represent DESIGN PROFESSIONAL'S

best judgment as a design professional familiar with the construction industry. DESIGN PROFESSIONAL cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared, reviewed or agreed to by DESIGN PROFESSIONAL. Notwithstanding anything herein to the contrary, DESIGN PROFESSIONAL shall revise and modify the Construction Documents and assist in the rebidding of any portion of the CONTRACTOR'S work at no additional cost to OWNER, if CONTRACTOR'S Guaranteed Maximum Price proposal exceeds OWNER'S construction budget, as said budget may be modified by OWNER, as provided for herein. All such revisions and modifications of the Construction Documents shall be subject to the review and approval of OWNER.

- 10.10 DESIGN PROFESSIONAL shall be responsible for obtaining and reviewing all geological reports obtained by OWNER with respect to the Project. DESIGN PROFESSIONAL's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within 7 days of DESIGN PROFESSIONAL's receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will attempt to mutually resolve any such questions or concerns.

## SCHEDULE B

### BASIS OF COMPENSATION

#### **1. MONTHLY STATUS REPORTS**

- 1.1 DESIGN PROFESSIONAL will submit to OWNER, not later than the tenth (10th) day of each month, a progress report reflecting the PROJECT design and construction status, in terms of the total work effort estimated to be required for the completion of the Basic Services, as well as any Additional Services duly authorized by OWNER pursuant to the terms of the Agreement, as of the last day of the preceding month. The report will show all work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.
- 1.2 All monthly status reports and invoices will be mailed to the attention of OWNER'S Project Manager:

Marion County Public Schools	
Facilities Department	
1105 S.W. Seventh Road	
Ocala, FL. 34471	
ATTENTION:	Ivonne Bumbach
Fax No.:	352.671.6906

#### **2. COMPENSATION TO DESIGN PROFESSIONAL**

- 2.1 For the Basic Services provided for in this Agreement, OWNER agrees to pay and make monthly payments to DESIGN PROFESSIONAL in accordance with the terms as stated in the table below. Payments should be made in accordance with the following Schedule; however, the payment of any particular line item noted below shall not be due until all Services associated with any such line item have been completed to OWNER's reasonable satisfaction.

TASK	% OF OVERALL	FEE
PROGRAM VERIFICATION/EXISTING CONDITIONS STUDY	2%	\$58,034.00
PHASE I - SCHEMATIC DESIGN	18%	\$522,305.00
PHASE II - DESIGN DEVELOPMENT	15%	\$435,254.00
PHASE III - CONSTRUCTION DOCUMENT	30%	\$870,507.00
BUILDING PERMIT PHASE	2%	\$58,034.00
BIDDING PHASE	3%	\$87,051.00
CONTRACT ADMINISTRATION	27%	\$783,456.00
CLOSE OUT & RECORDS DOCUMENTS	3%	\$87,051.00
<b>TOTAL FEES</b>	<b>100%</b>	<b>\$2,901,692.00</b>
<b>REIMBURSABLES</b>		<b>\$8,000.00</b>

- 2.2 The fees noted in Section 2.1. shall constitute the lump sum amount of Two Million Nine Hundred and One Thousand Six Hundred Ninety Two Dollars (\$2,901,692.00) to be paid to DESIGN PROFESSIONAL for the performance of the Basic Services and the Not-To-Exceed amount of Eight Thousand Dollars (\$8,000.00) for Reimbursable Expenses.
- 2.3 For any Additional Services provided for under Article 2 of the Agreement, OWNER agrees to pay DESIGN PROFESSIONAL a negotiated total fee based on the Services to be provided. The negotiated fee shall be calculated using the billable rates specified in Schedule F. There will be no overtime pay on Additional Services.
- 2.4 The compensation provided for under Sections 2.1 of this Schedule B, shall be the total and complete amount payable to DESIGN PROFESSIONAL for the Basic Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such Services.

### **3. SCHEDULE OF PAYMENTS**

- 3.1 DESIGN PROFESSIONAL shall submit, with each of the monthly status reports provided for under Section 1.1 of this Schedule B an invoice for fees earned in the performance of Basic Services and Additional Services. The DESIGN PROFESSIONAL shall submit all invoices on the OWNER'S "Architect/Engineer Billing Form #303" with all line items on the form and all costs matching the line items and costs on sheet B-1 of this Agreement. There shall be a separate invoice each for Basic Services and for Additional Services. Notwithstanding anything herein to the contrary, the DESIGN PROFESSIONAL shall submit no more than one invoice per month for all fees earned that month for both Basic Services and Additional Services, as well as reimbursable expenses.
- 3.2 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to DESIGN PROFESSIONAL for correction. Invoices must indicate the Contract Number, the Purchase Order Number, and the Project Site description (School Name).
- 3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of DESIGN PROFESSIONAL'S Construction Documents Approval payment will be withheld by OWNER until all mandates, stipulations, or similar conditional remarks have been satisfactorily incorporated and the Construction Documents are fully approved.
- 3.4 Payments for Additional Services of DESIGN PROFESSIONAL as defined in Article 2 hereinabove as a multiple of direct personnel expense, and for reimbursable expenses will be made monthly upon presentation of a detailed invoice with supporting documentation. Invoices for reimbursable expenses shall be made on the OWNER'S "Architect/Engineer Billing Form #303" and shall contain all project relevant data as noted in this section.

3.5 DESIGN PROFESSIONAL agrees that, with respect to any consultant to be utilized by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL shall be limited to a maximum markup of 5% on the fees and expenses associated with such consultants.

3.5.1 Reimbursable Expenses shall consist only of the following items:

3.5.1.1 Cost for reproducing documents that exceed the number of documents described in this Agreement.

3.5.1.2 Mileage outside of Marion County approved in writing by OWNER. Mileage shall be negotiated with the OWNER prior to accumulation of said mileage.

3.5.1.3 Permit Fees required by the Project.

3.5.1.4 Other items on request and approved in writing by the OWNER.

3.5.2 There shall be no markup permitted for reimbursable items.

## SCHEDULE C

### DESIGN SCHEDULE

1. Upon Notice of Authorization issued by OWNER, Program Verification Phase submittals shall be submitted to OWNER within 30 days of such authorization.
2. Upon written authorization by OWNER to commence the Phase I – Schematic Design Services, the Schematic Design Documents shall be submitted to OWNER within N/A days of such authorization.
3. Upon written authorization by OWNER to commence the Phase II – Design Development Services, the Design Development Documents shall be submitted to OWNER within 60 days of such authorization.
4. Upon written authorization by OWNER to commence the Phase III – Construction Document Services, the Construction Documents will be submitted to OWNER in two phases. First, the Construction Documents from authorization to proceed until fifty percent (50%) approval shall be submitted to OWNER within N/A days of such authorization. Second, the Construction Documents after fifty percent (50%) approval to one-hundred percent approval (100%) shall be submitted to OWNER within 60 days of such authorization.
5. Upon written acceptance by the OWNER of the Construction Documents, the signed & sealed permit set will be submitted to OWNER within 30 days of such authorization.

**SCHEDULE D**

**CERTIFICATE OF INSURANCE**

(ATTACH FORM TO THIS SCHEDULE)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 281-485-7500      FAX (A/C, No): 281-485-6933															
	<b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> PBKARCH-01 Harvard Jolly, Inc 2714 Dr. ML King Jr St. N St. Petersburg, FL 33704		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : LM Insurance Corporation	33600	INSURER C : Liberty Insurance Corporation	42404	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Liberty Insurance Corporation	42404															
INSURER D :																
INSURER E :																
INSURER F :																

**COVERAGES**      **CERTIFICATE NUMBER:** 1644508986      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

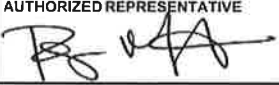
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB5-Z91-472898-024	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS7-Z91-472898-034	4/25/2024	4/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-472898-054	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC5-Z91-472898-014	4/25/2024	4/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> <b>Professional Liability</b> <input type="checkbox"/> Claims Made Form Retro Date 08/01/2017			AEH591912035	8/1/2023	8/1/2024	Each Claim \$5,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The General Liability and Auto policies include a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

<b>CERTIFICATE HOLDER</b>  School Board of Marion County, FL 1105 SW Seventh Road Ocala FL 33471	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**SCHEDULE E**

**INSURANCE COVERAGE**

**1.1.1** Prior to the commencement of the Services, DESIGN PROFESSIONAL, at its sole cost and expense, shall obtain and maintain in full force and effect the insurance set forth in this Schedule "E". The following coverage, terms and limits are minimum requirements (hereinafter the "Required Insurance"):

**1.1.2 Commercial General Liability**

- |                |   |  |
|----------------|---|--|
| <b>1.1.2.1</b> | <u>\$1,000,000.00</u><br><u>\$2,000,000.00</u><br><u>\$1,000,000.00</u><br><u>\$50,000.00</u><br><u>\$5,000.00</u><br><u>\$2,000,000.00</u> | each occurrence limit,<br>general aggregate-per project limit,<br>personal/advertising injury limit,<br>damages to premises rented to you limit,<br>medical payments limit,<br>products-completed operations aggregate<br>limit or equivalent approved by OWNER, or<br>current limits carried by DESIGN<br>PROFESSIONAL, whichever are greater;  |
| <b>1.1.2.2</b> |   | ISO or comparable Occurrence Form (Occurrence Form # CG 00 01 12 07 or equivalent) (Modified Occurrence and Claims Made forms are not acceptable);   |
| <b>1.1.2.3</b> |   | Bodily injury and property damage coverage including liability arising from products/completed operations (including any product manufactured or assembled), premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);   |
| <b>1.1.2.4</b> |   | Additional Insured Endorsement ISO Form CG 20 10 11 85 or ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent acceptable to OWNER, at no expense to OWNER, its subsidiaries or affiliated companies or their officers, directors or employees as additional insured's. General and completed operations liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Project site of the covered operations to be performed by or on behalf of the additional insured's has been completed and shall continue after that portion of the work or services out of which the injury or damage arises has been put to its intended use and shall continue during any warranty period for the work or services or for the period of time for which the DESIGN PROFESSIONAL may be held legally liable for its Services, whichever is greater; |

- 1.1.2.5 A provision that such insurance afforded by the policy for the benefit of the additional insured's shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insured's;
- 1.1.2.6 An endorsement affording ten (10) days prior written notice to OWNER by certified mail in the event of cancellation or non-renewal of coverage;
- 1.1.2.7 A deductible or self-insured retention of not more than \$25,000.00 as to DESIGN PROFESSIONAL (unless approved in writing by OWNER) and no deductible or self-insured retention as to any additional insured;
- 1.1.2.8 No exclusionary language or limitations relating to soils subsidence or earth movement of any kind regardless of cause;
- 1.1.2.9 If insurable by law, no exclusionary language or limitations relating to punitive or exemplary damages, fines or penalties;
- 1.1.2.10 No exclusionary language or limitations that are applicable to any additional insured that are not applicable to the named insured;
- 1.1.2.11 A provision that defense costs are paid in addition to and do not deplete any policy limits;
- 1.1.2.12 No exclusionary language or limitations relating to mold, EIFS, pollution or any other microbial contamination coverage. If OWNER so elects, DESIGN PROFESSIONAL shall purchase mold and other microbial contamination coverage at OWNER'S sole expense; and
- 1.1.2.13 No "XCU" exclusions are acceptable.

### **1.1.3 Workers' Compensation and Employer's Liability**

- 1.1.3.1 Workers' Compensation Insurance must include Occupational Disease Insurance with Bodily injury limits as required by statute together with a Broad Form All States Endorsement.
- 1.1.3.2 Employer's Liability:
  - Bodily injury by accident – \$500,000.00 each accident
  - Bodily injury by disease – \$500,000.00 each employee
  - Bodily injury by disease – \$500,000.00 policy limit
- 1.1.3.3 If leased employees are used, issuance of an Alternate Employer's Endorsement; and
- 1.1.3.4 Thirty (30) days' written notice of cancellation by certified mail.

#### **1.1.4 Business Auto Coverage Form**

**1.1.4.1** Business Auto Coverage Form insurance must be maintained on an occurrence basis covering all owned, non-owned and hired vehicles for limits of liability equal to \$1,000,000.00 each accident.

#### **1.1.5 Umbrella Liability or Excess Liability**

**1.1.5.1** If Umbrella Liability is allowed or required by the OWNER, requirements will be outlined as part of this Agreement and will be outlined in this section.

#### **1.1.6 Professional Errors and Omissions Liability**

**1.1.6.1** Professional Errors and Omissions Liability Insurance shall be maintained by DESIGN PROFESSIONAL insuring its legal liability arising out of an error, act or omission with respect to the performance of any professional construction management services required of it under the Agreement. Such insurance shall have limits of not less than \$1,000,000.00 each claim and aggregate.

**1.1.7** Insurance carriers must have a "Best's Rating" and a "Financial Size Category" that is acceptable to the OWNER but not less than a minimum of A-6 and must be admitted in the State of Florida.

**1.1.8** The Required Insurance will cover OWNER, its officers, directors, members, agents, consultants or employees, and any other person who the OWNER shall agree in a written contract to make an additional insured. Further, the Required Insurance shall become and be a part of any purchase order or separate contract issued by OWNER to DESIGN PROFESSIONAL as though fully set forth in said purchase order or separate contract.

**1.1.9** DESIGN PROFESSIONAL for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required under the Agreement to which this Schedule "E" is attached, hereby waives and releases the additional insured's from liability for loss, damage or loss of property at the Project site, which loss or damage is covered by such insurance, irrespective of the additional insured's' negligence which may have contributed to or caused such loss, to the extent such damages are covered by DESIGN PROFESSIONAL'S policies of insurance or are required to be covered by the Required Insurance. This provision is intended to waive fully for the benefit of OWNER and the other additional insured's any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the Required Insurance or any other insurance (including any first party coverage) maintained by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL will obtain a waiver of any subrogation right that its insurers may acquire against the

additional insured's by virtue of payment of any such loss covered by such insurance.

**1.1.10** The Project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will read "All Work Performed for the Additional Insured's." Such certificates shall indicate the coverage's above as specified, and shall state that the OWNER and CONTRACTOR (and any other person who the DESIGN PROFESSIONAL shall agree in a written contract to make an additional insured) are additional insured's on a primary, non-contributory basis for ongoing and completed operations.

**1.1.11** Concurrently with the execution of the Agreement to which this Schedule "E" is attached, DESIGN PROFESSIONAL will deliver to OWNER original certificates of insurance and endorsements showing the Required Insurance to be in force. Certificates of insurance such as "ACORD 25S" alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the Required Insurance. Upon the request of OWNER, DESIGN PROFESSIONAL will provide OWNER with certified copies of all policies as well as any subsequent policies and endorsements which DESIGN PROFESSIONAL is required to procure and maintain. DESIGN PROFESSIONAL shall furnish OWNER with renewal certificates and additional insured endorsements for commercial general liability prior to expiration of such insurance, for a period of ten (10) years after completion of all works of improvement on the Project site. Such continuing insurance will comply with the requirements set forth in this Schedule "E".

**1.1.12** All insurance documentation evidencing the Required Insurance will be sent to:

Marion County Public Schools	
Facilities Department	
1105 S.W. Seventh Road	
Ocala, FL. 34471	
ATTENTION:	Confidential Secretary
Fax No.:	352.671.6906

**1.1.13** The insurance requirements set forth in this Schedule "E" will in no way limit DESIGN PROFESSIONAL'S liability arising out of the Services. The inclusions, coverage and limits set forth in this Schedule "E" are minimum inclusions, coverage and limits. The required minimum policy limits set forth in this Schedule "E" will not be construed as a limitation of OWNER'S rights under any policy with higher limits, and no policy maintained by DESIGN PROFESSIONAL will be endorsed to include such a limitation. Nothing contained in this Schedule "E" will be construed as limiting the type, quality or quantity of insurance coverage that DESIGN PROFESSIONAL should maintain. DESIGN PROFESSIONAL will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth in this Schedule "E".

**1.1.14** The failure of DESIGN PROFESSIONAL to fully and strictly comply at all times with the insurance requirements set forth in this Schedule "E" will be deemed a

breach of the Agreement to which this Schedule "E" is attached. In such event, OWNER shall have the right, but not the duty to provide such insurance and deduct from any amounts due or to become due to DESIGN PROFESSIONAL for any and all premium or costs OWNER incurs as a result thereof. Equivalent insurance coverage must be obtained from each of the DESIGN PROFESSIONAL'S subconsultants, subcontractors and suppliers, if any, before permitting such subconsultants, subcontractors or suppliers on the site of the Project. Otherwise, such insurance for DESIGN PROFESSIONAL'S subconsultants, subcontractors and suppliers must be included within DESIGN PROFESSIONAL'S insurance policies.

**1.1.15** DESIGN PROFESSIONAL will immediately notify (or cause its insurers or insurance broker to notify) OWNER of receipt by DESIGN PROFESSIONAL of any notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy which names DESIGN PROFESSIONAL, its parent, subsidiary or affiliated companies or their officers, directors or employees as insured's or additional insured's or which may otherwise impact the ability of DESIGN PROFESSIONAL to fully perform its obligations hereunder.

**1.1.16** To the fullest extent permitted by law, if DESIGN PROFESSIONAL is out of business or otherwise unavailable at the time a claim is presented to OWNER, DESIGN PROFESSIONAL hereby assigns to OWNER all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance. The foregoing provision will not apply to those policies where there is an express prohibition against assignment.

**1.1.17** The Required Insurance set forth in this Schedule "E" is independent from all other obligations of DESIGN PROFESSIONAL under the Agreement to which this Schedule "E" is attached, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of the Agreement to which this Schedule "E" is attached.

**SCHEDULE F**  
**RATE SCHEDULE**

(ATTACH RATE SCHEDULE TO THIS SCHEDULE)

## 2024 HOURLY BILLING RATES

---

PRINCIPAL .....	\$215.00
SR. PROJECT MANAGER .....	\$190.00
SR. PROJECT ARCHITECT.....	\$165.00
PROJECT ARCHITECT .....	\$150.00
ARCHITECT.....	\$145.00
INTERIOR DESIGNER. ....	\$140.00
CONSTRUCTION ADMINISTRATOR.....	\$140.00
PROJECT MANAGER.....	\$140.00
PROJECT DESIGNER/PRODUCTION.....	\$120.00
ADMINISTRATIVE .....	\$90.00

\*\*\*These rates are in effect from January 1, 2024 to December 31, 2024 and are subject to annual adjustments.

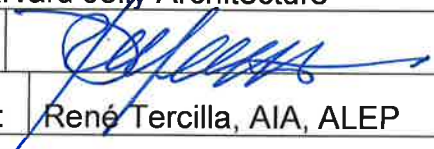
Annual rate increases average 6% per year.\*\*\*

**SCHEDULE G**

**TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Harvard Jolly Architecture hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of DESIGN PROFESSIONAL to be provided under this Agreement, concerning New Middle School 'DD' are accurate, complete and current as of the time of contracting.

**DESIGN PROFESSIONAL:**

Name:	Harvard Jolly Architecture
Signature:	
Print Name:	René Tercilla, AIA, ALEP
Title:	Senior Managing Principal
Date:	06.19.24

**SCHEDULE H**

**STAFFING SCHEDULE**

**(ATTACH SCHEDULE INCLUDING SUBCONSULTANTS AND SUBCONTRACTORS  
TO THIS SCHEDULE)**

2047 Vista Parkway  
Suite 100  
West Palm Beach, FL 33411  
Phone: 561-478-4457  
License #AR0013140  
harvardjolly.com

June 19, 2024

Ivonne Bumbach  
Design Coordinator  
Facilities Division  
Marion County Public Schools  
1105 S.W. 7th Road  
Ocala, FL 34471

**Re: Staff Assignment**

Dear Ivonne

Per your request, below please find our staff assigned to this project:

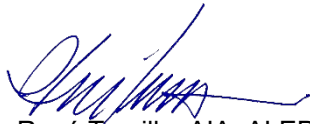
Consultants;

- Civil – Kimley Horne
- MEP – JLRD Inc.
- Structural – ONMJ, Inc.

HJ/PBK Staff

- Chad Jones, Principal in Charge
- Rene Tercilla, Educational Planner
- Jeremy Caballero, Project Manager
- Johanna Bahamon, Project Coordinator
- Angee Ferrin, Project Coordinator
- Patrick Hartlaub, Construction Administrator
- Derek Brown, Administration Assistant

Sincerely,



René Tercilla, AIA, ALEP  
*Managing Senior Principal*

**SCHEDULE I**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**(UTILIZE THE ELECTRONIC VERSION OF THIS FORM)  
(ATTACHED FOR REFERENCE)**

<b>CONTRACT DATE</b> _____	<b>PROJECT NUMBER</b> _____
<b>PROJECT NAME</b> _____	
<b>PROJECT LOCATION</b> _____	
<i>ADDRESS</i>	
<i>CITY, STATE, ZIP CODE</i>	
<b>PROJECT NUMBER</b> _____	<b>DATE OF THIS ISSUANCE</b> _____
<b>ARCHITECT/ENGINEER</b>	<b>CONTRACTOR</b>
<i>NAME</i>	<i>NAME</i>
<i>ADDRESS</i>	<i>ADDRESS</i>
<i>CITY, STATE, ZIP CODE</i>	<i>CITY, STATE, ZIP CODE</i>

The Project, portion thereof, or buildings receiving this Substantial Completion are as follows:

The Design Professional and Contractor have reviewed all work associated with this Project as noted, and have found that all work performed by the Contractor in connection with this Project, portion thereof, or buildings noted has been substantially completed in accordance with the Contract Documents and all applicable statutes, standards, building or other applicable codes and Contracts and/or directives. Therefore, the OWNER can safely and legally occupy the facility(ies) in accordance with the Contract Documents and can conduct its business to the fullest as intended. The Date of Substantial Completion shall also represent the date that all warranties as outlined in the Contract Documents shall commence, unless noted otherwise below. The Design Professional's and OWNER'S signatures are required in order for this Certificate of Substantial Completion to be valid. By signature of the parties below, the parties attest that all statements contained within this Document are accurate and true.

Exceptions to Warranty Commencement Dates:

Attached hereto is a list of items requiring correction, repairs, or attention by the Contractor in order to comply with the Contract Documents and thus complete all construction related work on this Project, portion thereof, or buildings. All work associated with this Project as indicated within the Contract Documents shall be completed by the Contractor in accordance with the Contract

Documents regardless of whether or not the items are reflected in the attached list. The Contractor shall correct, repair, or give attention to all items on the list within 30 calendar days (unless noted otherwise in the Contract) from the date of issuance of this Certificate of Substantial Completion.

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**NOT VALID UNTIL SIGNED BY ALL PARTIES**

**DESIGN PROFESSIONAL:**

**CONTRACTOR:**

**OWNER:**

---

*SIGNATURE*

---

*SIGNATURE*

---

*SIGNATURE*

---

*PRINT NAME*

---

*PRINT NAME*

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*PRINT NAME*

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*TITLE*

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*TITLE*

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*TITLE*

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*DATE*

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*DATE*

---

*DATE*

**SCHEDULE J**

**CERTIFICATE OF OCCUPANCY**

**(UTILIZE THE ELECTRONIC VERSION OF THIS FORM)  
(ATTACHED FOR REFERENCE)**

**CERTIFICATE OF OCCUPANCY**

SCHOOL DISTRICT: \_\_\_\_\_ SCHOOL NAME: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project Architect/Engineer and the Certified Inspector(s), as stated below, the subject project is ready for occupancy.

INTENDED OCCUPANCY DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
*SUPERINTENDENT, PRESIDENT, DESIGNEE*

**PROJECT ARCHITECT/ENGINEER, CERTIFIED INSPECTOR(S) AND THRESHOLD INSPECTOR**

I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems\* are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

**Architect/Engineer of Record:**

NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE OF ARCHITECT
NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE OF ENGINEER

**Certified Inspector(s):**

NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE
NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE
NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE

**Threshold Inspector (If applicable):**

NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE
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**Contractor:**

NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE
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**Building Official:**

NAME (TYPE OR PRINT)	LICENSE NUMBER	EXPIRATION DATE	SIGNATURE
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\*Safety systems include, but are not limited to: exiting, safety, rescue, fire rating, fire protection, means of egress, master valves, eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

**SCHEDULE K**

**CERTIFICATE OF COMPLETION**

**(UTILIZE THE ELECTRONIC VERSION OF THIS FORM)  
(ATTACHED FOR REFERENCE)**

**CERTIFICATE OF COMPLETION**

As required by FBC-B 110.4, this certificate, issued pursuant to the requirements of the Florida Building Code and the Florida Fire Prevention Code, certifies that at the time of issuance, this project was in compliance with Codes and Statutes regulating construction on School District property for the following:

SCHOOL/FACILITY: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT CONTRACTOR: \_\_\_\_\_

MCPS PROJECT MANAGER: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_

\_\_\_\_\_  
*ARCHITECT SIGNATURE*\_\_\_\_\_  
*DATE*\_\_\_\_\_  
*ENGINEER SIGNATURE*\_\_\_\_\_  
*DATE*\_\_\_\_\_  
*CONTRACTOR SIGNATURE*\_\_\_\_\_  
*DATE*\_\_\_\_\_  
*MCPS PROJECT MANAGER SIGNATURE*\_\_\_\_\_  
*DATE*\_\_\_\_\_  
*BUILDING OFFICIAL SIGNATURE*\_\_\_\_\_  
*DATE*

SCHEDULE L

DESIGN FORM OF WORK AUTHORIZATION

(NOT USED FOR THIS AGREEMENT)

**SCHEDULE M**

**PROJECT SCOPE OF WORK**

**(ATTACHED HERETO)**