

ARCHITECT'S CONTRACT

THIS AGREEMENT made this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, whose mailing address is Post Office Box 391, Bartow, Florida 33831, hereinafter called "the OWNER", and _____, whose mailing address is _____, hereinafter called "the ARCHITECT".

WITNESSETH THAT:

WHEREAS, the OWNER desires to obtain from the ARCHITECT the professional services necessary for the construction of _____.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE - EMPLOYMENT OF THE ARCHITECT

- A. **Professional Services:** The OWNER employs the ARCHITECT and the ARCHITECT agrees to perform professional services consisting of:
- (1) The necessary conferences with the OWNER to establish complete understanding of the project scope.
 - (2) Prepare Phase I Documents (Schematic) satisfactory to the OWNER and Department of Education, more fully described under SECTION FIVE.
 - (3) Prepare Phase II Documents (Preliminary) satisfactory to the OWNER and Department of Education, more fully described under SECTION SIX.
 - (4) Prepare Phase III Documents (Finals) satisfactory to the OWNER and Department of Education, more fully described under SECTION SEVEN.
 - (5) Provide for and effectively coordinate the full services of registered Professional Engineers or equivalent qualified consultants trained in their particular field of work, acceptable to and approved by the OWNER for:
 - (a) Plumbing;
 - (b) Heating, Ventilating and Air Conditioning;
 - (c) Electrical Power, Lighting and Communication Systems (fire alarm, telephone, data and intercom);

(d) Provide all documentation and attend all meetings as required to secure project approval from the appropriate county and/or municipal regulatory agency.

(e) Civil and Site Work;

(1) Civil engineering shall be for on-site engineering as required. Ingress and egress of site (paving), adjacent road improvements and connection to existing off-site utilities/infrastructure within one hundred (100) feet of property line shall be considered as part of the architect's base fee.

All documentation associated with SWFWMD, State Health Department and DER permitting including calculations, preparation of documentation and permit applications shall be a part of the architect's basic fee. OWNER shall pay for all fees associated with permit applications only.

(e) Structural;

(f) Landscape Architect;

(g) Acoustics and Sound Systems;

(h) Kitchen Consultants;

(i) Roofing Consultants;

Complete list of firms shall accompany and be attached to this agreement. See Exhibit "A".

(6) Assistance in analyzing the bids and a recommendation to the Board on the award to a Contractor/Construction Manager.

(7) Contract Administration as defined in SECTION NINE.

(8) Certification of payments as provided in the construction contract.

(9) Approval and delivery of shop drawings with a copy of each to the OWNER at same time as the Contractor/Construction Manager.

(10) Participation in a pre-final and final inspection and preparing a list of defects and omissions with subsequent inspections as required to verify completion of said defects and omissions.

- (11) The ARCHITECT'S services required and authorized by the OWNER after thirty (30) days beyond contract completion date or approved extension thereof will be considered extra services, subject to reimbursement as per SECTION EIGHT, Paragraph C.
 - (12) Preparation and delivery of "As-Built" plots and electronic files as defined in SECTION THIRTEEN, Paragraph A,7(b).
 - (13) Final certification of completion including certification from consultants.
 - (14) Inspection pertaining to one year's guarantee by the Contractor/Construction Manager.
- B. **Design Services:** Design services in connection with Paragraph A,5(f) through (i) above may be performed by the ARCHITECT or the ARCHITECT'S Consultants. See Paragraph C,2 of this section for clarification.
- C. **Consultant Services:** The OWNER requires the ARCHITECT to employ and use the full services of registered, licensed consulting Engineers, or otherwise qualified consultants, on this project, to include Phase I, Phase II and Phase III Documents and contract administration acceptable to and approved by the OWNER.
- (1) The Engineers, or otherwise qualified consultants, shall be in direct charge of their work through the ARCHITECT and shall be trained and experienced in the field(s) for which they are performing services.
 - (2) Paragraph A,5(a) through (f) of this section are considered architectural services. If the OWNER will require services of special consultants, as listed in Paragraphs A,5(g) through (i) of this section, the OWNER shall reimburse the ARCHITECT for their fees.
- D. **Professional Liability Insurance:** The OWNER requires the ARCHITECT to show proof of coverage of Professional Liability Insurance to cover the work performed under this Contract. Such proof of insurance shall be supplied along with the signed ARCHITECT'S Contract.

<u>DESIGN CONTRACT CONSTRUCTION AMOUNT</u>		<u>INSURANCE REQUIRED</u>	<u>MAXIMUM DEDUCTIBLE</u>
Up to \$	1,000,000	100,000	5,000
1,000,000 to	2,500,000	250,000	5,000
2,500,000 to	5,000,000	500,000	10,000
5,000,000 to	10,000,000	1,000,000	10,000
Above	10,000,000	1,500,000	10,000

Insurance shall be written for the life of the construction project plus one year with provisions for notification of Owner in event of expiration of insurance.

- E. **Gifts and Gratuities:** No School Board employee may accept any gifts or other gratuities, the value of which exceeds Fifty Dollars (\$50.00), excluding instructional materials, from any party or a representative of any party doing business with the School Board. Giving or granting such gifts and/or gratuities to School Board employees shall be reason to deny future opportunities for work as an architect, engineer and/or consultant.

SECTION TWO - DESCRIPTION OF THE PROJECT

The Project shall consist _____

SECTION THREE - INFORMATION TO THE ARCHITECT

- A. **Owner's Responsibility:** To permit the ARCHITECT to perform the services required, the OWNER shall supply, in proper time and sequence, all basic information as may be required regarding the Project.
- (1) When necessary and requested in writing by the ARCHITECT, such information shall include, in writing, copies of the OWNER furnished work or documents, property line, topographic and utility map of the site showing so far as the work under this contract may require the following information:
- (a) Site boundaries;
 - (b) Easements;
 - (c) Existing grades;
 - (d) Sewer, water, gas and electric systems within the site and in streets abutting or bounding the site to the extent that such information is available;

- (e) Sub-soil conditions and topographic features of the site;
- (f) Location and description of all physical obstacles known by the OWNER to exist.

B. **Additions/Alterations:** On projects involving additions to or alterations of existing facilities, the OWNER'S existing building drawing files are available for use in obtaining information; however, responsibility for verifying actual visible field conditions rests with the ARCHITECT.

If the ARCHITECT requires access to concealed conditions, he shall notify the OWNER in writing in a timely fashion.

C. **Size and Scope:** The OWNER shall also furnish the ARCHITECT with all information regarding the scope of the Project.

SECTION FOUR - LIMITATIONS IN DESIGN

A. **Minimum Standards:** The design shall meet or exceed the minimum standards for planning and design as adopted by the Florida Department of Education and shall be an economical design consistent with the use of durable materials, proper building techniques and instructions from the OWNER.

B. **Design Limit:** Design of the Project shall be such that construction cost shall not exceed the Design Limit in the amount of _____
(\$ _____ .00).

The Design Limit is defined as the estimated cost of construction. The following are not included: cost of land, cost of design, cost of any necessary permitting, cost of furniture and equipment which is not supplied by the Contractor/Construction Manager, cost of quality assurance testing during construction and, where applicable, the Construction Manager's design phase fee.

C. **Plans and Specifications:** The plans and specifications shall conform to the State Requirements for Educational Facilities (current version when the ARCHITECT'S contract is approved by The School Board) as prepared by the Florida Department of Education and any other currently applicable building codes as adopted by the Florida Department of Education.

The ARCHITECT is responsible and accountable for compliance with the Uniform Building Code and is not excused from this accountability except by means of the OWNER'S specific formal written directive.

D. **Square Footage:** The square footage of floor area allocated to any individual unit, department, or other specific subdivision of the building shall not vary by an amount exceeding plus or minus five percent (5%) as compared to the area

set forth therefore in basic information supplied by OWNER. In no event shall the total square footage of floor area of the entire Project vary from that provided therefore in said information except with the written approval of the OWNER.

- E. **Over Design Limit:** Should a representative of the OWNER make any requirement at any time during the design period which would result, in the professional opinion of the ARCHITECT, in the construction cost exceeding the Design Limit as set forth in Paragraph B of this section, the ARCHITECT shall immediately stop work on that portion of the design and advise the OWNER by telephone followed by written confirmation, whereupon the OWNER shall promptly respond with written instruction.
- F. **Construction Industry Condition:** Should the ARCHITECT become aware of any condition or occurrence affecting the construction industry during the design period which would result, in the professional opinion of the ARCHITECT, in the construction costs exceeding the Design Limit as set forth in Paragraph B of this section, the ARCHITECT shall immediately advise the OWNER thereof in writing, whereupon the OWNER shall promptly respond with written instruction.
- G. **Under Design Limit:** Conversely, if the ARCHITECT becomes aware that the Design Limit is set too high and the construction costs may be less than the Design Limit, he shall notify the OWNER in writing. The ARCHITECT'S negotiated fixed fee will remain as stipulated under SECTION TWELVE.

SECTION FIVE - PHASE I DOCUMENTS (SCHEMATICS)

- A. **Scheme and Layout:** The ARCHITECT shall study and resolve all major problems that are confronted in determining the overall scheme and layout of planned spaces and uses to best meet the needs and functions of the desired educational program and shall prepare and deliver to the OWNER:
 - (1) **Site Plan:** The site plan drawing shall show acreage, points of the compass, flood zone, overall dimensions, adjacent highways and roads, information about ownership and use of adjacent land, parking areas, service areas, playground areas, school bus pick-up areas, existing buildings and use, location of proposed building and future additions, use and anticipated construction phases, and, for structures on new sites, location of exploratory soil test borings adequate in scope to ascertain the foundation design requirements and storm water management system feasibility as a school plant site.
 - (2) **Floor Plan:** The floor plan of each floor shall show points of the compass, overall dimensions, name and number of each space, community service areas and instructional spaces that can be converted to community use areas, existing buildings and use, and future additions, use and anticipated construction phases.

- (3) **Facility Space Chart:** The Facility Space Chart on the form provided by the OWNER.

- B. The ARCHITECT shall submit one (1) set of documents for review to the local Fire Marshal having jurisdiction. The Fire Marshal's comments shall be discussed for implementation at the Phase I design review meeting.

SECTION SIX - PHASE II DOCUMENTS (PRELIMINARY)

Upon receipt from the OWNER of written notice to proceed with preparation of Phase II Documents, which shall be consistent with approved Phase I Documents, the ARCHITECT shall prepare and deliver to the OWNER:

- A. **Cost Estimate:** The ARCHITECT'S cost estimate of the proposed construction.

- B. **Property Plot:** A plot plan of the school property drawn to scale, giving overall dimensions, acreage, the points of the compass, general topographical conditions, to include location and size of retention/detention ponds, the locations of any existing structures and their relation to highways and streets and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the students.
 - (1) Where the geotechnical engineer's report indicates that special foundation problems are likely to be encountered, the proposed method of treating these problems shall be shown.
 - (2) The plot plan may be drawn to any scale, so long as it indicates with clarity the required features.

- C. **Floor Plans:** Phase II floor plans shall be drawn not less than one eighth inch (1/8") to the foot, giving dimensions; the location, size and proposed use of all areas of the facility, including any community service areas; the tentative layout of equipment and furniture of rooms including built-in equipment; overall proposal plan of the facility; future additions; a drawing showing proposed heating, ventilating, air conditioning and plumbing; a description of proposed method of supporting the structure.
 - (1) If the proposed building is to have several identical rooms, one such room shall be shown in complete detail as being typical of such identical rooms.
 - (2) Typical rooms and all special areas shall be detailed at one quarter inch (1/4") to the foot.

- D. **Life-Safety Plan:** A separate plan identified as 'Life-Safety Plan' shall show exits, accessibility for the disabled, fire walls, fire resistance rated walls, rated doors, emergency wall openings, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire extinguishers, exit signs, smoke and fire dampers, working stage protection, range and fume hoods, eye wash and emergency showers, protected corridors, smoke barriers, fire alarm systems, room names and numbers, or any other life-safety features relevant to the facility. The life safety plan shall also show the fire sprinkler system if proposed. By symbol, indicate connections and tie-ins to existing equipment.
- E. **Floor and Ceiling Levels:** There shall be drawings showing typical building sections to indicate the finished floor, ceiling levels, structural system levels and their relations to the finished outside grade, together with the steps or other features related to exiting requirements.
- F. **Elevations:** All exterior building elevations to scale showing all features to include the general character of material and construction proposed.
- G. **Building Additions:** In the case of an addition to any existing building, a floor plan shall be submitted for all areas, including existing sanitary facilities, existing custodial closets and exits and any proposed changes thereto.
- H. **Sewage and Water:** Phase II plans shall indicate sewage disposal and water supply systems, whether on site or connected to existing systems.
- I. **Facility Space Chart:** Revised Facility Space Chart on the form provided by the OWNER.
- J. **Handicapped Requirements:** All plans shall be in conformance with the requirements of Florida Statutes, Chapter 553, Part V, Accessibility By Handicapped Persons.
- K. **Life Cycle Cost Analysis:** A completed life cycle cost analysis is required on all new, remodeled or renovated facilities and additions exceeding 30 tons of cooling capacity for the total project. The extent of such analysis will be jointly determined by the OWNER, ARCHITECT and Consultant. The Life Cycle Cost Analysis shall be prepared by the ARCHITECT'S consultant, if required, at no additional cost to the OWNER.
- L. **Thermal Review:** Florida Energy Code for Building Construction Compliance form (FEEC) shall be completed, signed and sealed by the ARCHITECT or Engineer at no cost to the owner.

SECTION SEVEN - PHASE III DOCUMENTS (FINALS)

Upon receipt from the OWNER of written notice to proceed with preparation of Phase III Documents, which shall be consistent with approved Phase II Documents, the ARCHITECT shall prepare and deliver to the OWNER:

- A. **Contract Documents:** Completed contractual documents with detailed drawings and specifications, to include but not limited to, complete site plan, architectural, mechanical, plumbing, structural (including soil description or results of soil testing) and electrical documents. Engineering calculations for civil, structural, electrical and mechanical systems and itemized cost estimate for the proposed construction shall be provided upon request by the OWNER. Documents shall not be submitted to the OWNER until the ARCHITECT has completed a review and coordination of engineering documents with his own documents.
- B. **Facility Space Chart:** Facility Space Chart finalized on forms provided by the OWNER.
- C. **Water and Septic Approval:** Written approval from the Department of Health and local public utilities for water supply systems both public and private and for septic tank systems.
- D. **Wastewater:** Written approval from Department of Environmental Regulation for wastewater disposal, both public and private when required.
- E. **Electric Power Approval:** Written approval of electric power supplier regarding service, when required.
- F. **Final Drawings:** Final Drawings shall be ink plots on first quality paper and shall be the maximum size of 24" x 36" and have a title block in the lower right hand corner of each sheet containing the complete project description and number. Quantity and size of drawings shall be as identified in SECTION FIFTEEN, Paragraph A,2(a).
- G. **Project specifications:** Architect shall submit as part of the contract documents, written specifications, which shall be based on the latest revision of the Polk County School Board's design guidelines modified for the particular project.

Project specifications shall be submitted on 8 ½" x 11" format with binding and cover. Specifications shall be printed double sided, Arial font, 12 pt size. Design documents shall be furnished as per Polk County School Board design guidelines. Any design documents not submitted per design guidelines must have OWNERS prior written approval or shall be rejected.

- H. **Execution of Documents:** Each Document prepared by an ARCHITECT shall be signed and sealed by the ARCHITECT. The ARCHITECT may sign and seal a cover sheet listing and identifying all their documents. Each drawing document prepared by a Professional Engineer shall be signed and sealed by the Engineer. Professional Engineer can sign and seal contents page of specs, but must sign and seal each drawing but Professional Engineer may sign Table of Contents page of specification.
- I. **Building Sizes and Locations:** Drawings shall show all future building sizes and locations and all OWNER furnished equipment and furniture as shown on approved Phase II drawings.
- J. **Test Borings:** Drawings or specifications shall show location, depth, and log of all test borings.
- K. **Owner's Work:** The final documents shall not contain reference to work to be done by the OWNER or by Others without written authorization from the OWNER.
- L. **Document Size and Scales:** All sheets in a set of documents shall be the same size and shall be consistent in orientation and scale and have all spaces named and numbered.

SECTION EIGHT - REVISIONS

- A. **Phase I, Phase II, or Phase III Documents:** The ARCHITECT shall, prior to OWNER approval of each Phase, make such changes in or revisions of the Phase I, Phase II, or Phase III Documents and the Specifications as may be required by the OWNER to meet its approval as to scope, design, layout, or compliance with previous Phase approval, or to permit proper construction of the Project within the amount stipulated in SECTION FOUR, Paragraph B. Such revisions shall be made at no expense to the OWNER.
- B. **Alterations within Design Limit:** If the OWNER receives bids which will not permit the construction of the improvement within the Design Limit as provided for under SECTION FOUR, Paragraph B, then the OWNER shall instruct the ARCHITECT to make such revisions and alterations in the drawings and specifications as may be necessary for the proper construction and completion of the improvement within the Design Limit. Such revisions shall be made at no expense to the OWNER.
- C. **Scope or Layout:** Changes in scope or layout initiated by the OWNER requiring revisions in previously approved documents or extra services outlined in SECTION ONE, Paragraph A,11 may be paid for as a reimbursable expense at the following hourly rates or negotiated fee.

- (1) Principals of Architectural firm.....\$100.00
- (2) Registered Architects or Professional Engineers.....\$90.00
- (3) Technical personnel.....\$45.00
- (4) Support personnel.....\$25.00

D. **Consultant Work:** Changes in scope requiring additional consultants work shall be paid as stipulated in SECTION FOURTEEN.

SECTION NINE - CONTRACT ADMINISTRATION

The ARCHITECT shall make visits to the site not less than once a week and at such other intervals as may be required for the purpose of observing critical stages in construction such as concrete pours and structural work.

The ARCHITECT must be registered by the Florida State Board of Architecture and Interior Design and registered by the Florida Department of Business and professional Regulation.

- A. **Architect's Report:** Full reports shall be made weekly to the OWNER by the ARCHITECT with copies left at the project for the Contractor/Construction Manager at the time of the visit. The ARCHITECT shall:
- (1) Advise on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
 - (2) Assist in the pre-final and final inspection of construction and issue necessary instruction pertaining thereto.
 - (3) Deliver to the OWNER one copy of all approved shop drawings and submittals, approvals, additional drawings, and directions received from or given to the Contractor/Construction Manager immediately upon the action being taken. Shop Drawing review shall be done timely and in no case shall the review process take longer than ten (10) working days from submittal time. The ARCHITECT shall not waive requirement for shop drawings.
 - (4) Verify and certify the Contractor's/Construction Manager's pay requests in a timely manner.
 - (5) Verify the accuracy and fairness of quantities and costs associated with change orders and provide written certification to the OWNER.

- B. **Architect's Engineers:** The ARCHITECT'S Engineers shall make visits to the site at the intervals necessary to observe progress of their work, to view any of their work prior to its being concealed, to observe tests and to review and approve payment to the Contractor/Construction Manager for their work. Full reports shall be made of each visit.

SECTION TEN - INSPECTION OF CONSTRUCTION

- A. **Inspector:** If the OWNER deems it advisable for an "Inspector" to be employed in order to provide periodic inspection of construction under the direction of the OWNER, said Inspector shall be employed and paid by the OWNER. The prime duty of the Inspector is that of ascertaining to the best of his ability that materials and methods of construction are in accordance with stipulations of the contract documents.
- B. **Material Quality and Storage:** During the period in which materials are delivered to the site, the Inspector will make prompt inspections to ascertain if the quality is equal to that specified and that provisions for storage are adequate to prevent deterioration. If it becomes necessary to condemn materials and to instruct the Contractor/Construction Manager to remove said materials from the premises, the ARCHITECT will be consulted.
- C. **Architect's Responsibilities:** The inspector in no way will relieve the ARCHITECT and/or his consultants of their duties and responsibilities of Contract Administration.

SECTION ELEVEN - TIME AND ORDER OF THE ARCHITECT'S SERVICES

- A. **Provide Services:** The ARCHITECT shall furnish the documents and provide the services herein required in such sequence and at such time as may be necessary for prompt prosecution of the work of designing and construction of the Project.
- B. **Documents:** The ARCHITECT agrees to prepare and deliver the following documents to the OWNER within the time frames indicated below, provided, however, that such time frames are not prolonged to the extent of any delay caused by the OWNER or by written consent of the OWNER. The OWNER may seek compensation for costs incurred as a result of ARCHITECT'S failure to maintain schedule per this contract.
- (1) Phase I Documents (Schematics) within _____ (___) calendar days from the date of receipt of notice to proceed therewith.
 - (2) Phase II Documents (Preliminary) within _____ (___) calendar days from the date of receipt of notice to proceed therewith.

- (3) Phase III Documents (Finals) within _____ (____) calendar days from the date of receipt of notice to proceed therewith.

SECTION TWELVE - THE ARCHITECT'S FEE

- A. **Amount:** The OWNER shall pay to the ARCHITECT a fixed fee in the amount of _____ (\$____.00), which fee is based on the construction contract as reflected in the Fee Schedule attached hereto. This agreement may include a 1% fee increase of the estimated cost for remodeling and/or renovations portion of the project by addendum. There [is/is not] an addendum attached. Architect's fee may be modified by the provisions of SECTION TWELVE, Paragraphs B, C, D and/or E. Fee shall be modified if a change in scope of work is authorized by the OWNER. Fees will not be adjusted due to increased construction cost not attributable to change in scope.
- B. **Adjustment of Architect's Fee:** When less than the full architectural services listed in SECTION ONE, Paragraph A are required by the OWNER, the fee shall be adjusted downward with an addendum to this contract as agreed to by the OWNER and the ARCHITECT. There _____ [is/is not] an addendum attached.
- C. **Adjustment of Engineer's Fee:** When less than the full engineering services of registered Professional Engineers are required by the OWNER, the fee schedule shall be adjusted downward with an addendum to this contract as agreed to by the OWNER and the ARCHITECT. There _____ [is/is not] an addendum attached.
- D. **Alternate Bids:** When the OWNER approves the designing of an Alternate, which increases the scope of work, the ARCHITECT shall be compensated as outlined in SECTION EIGHT, Paragraph C whether the work is contracted for or not. Such payment shall be as determined by the Contract award amount set forth in Bid Installment SECTION THIRTEEN, Paragraph A,5.
- E. **Incentive Amendment:** In order to encourage architectural design which would reduce construction cost, an amendment may be negotiated as part of the negotiation process whereby a bonus and penalty agreement may be made a part of this Contract. Both bonus and penalty must be treated equally. There _____ [is/is not] an amendment attached.
- F. **Reuse of Documents:** Drawings and specifications will be updated to meet the current code requirements and modified to meet the site or specific building requirements.

- (1) The ARCHITECT shall be paid a fee not to exceed three and one-half percent (3-1/2%) for projects with estimated construction cost up to \$1,000,000.00. If code modifications are not required then the reuse fee will be at a negotiated rate below three and one-half percent (3-1/2%).
 - (2) The ARCHITECT shall be paid a fee at a negotiated rate at or below three percent (3%) for projects with estimated construction cost above \$1,000,000.00 decreasing as construction cost increases. If code modifications are not required then the reuse fee will be at a negotiated rate below three percent (3%).
- G. **Projects of Extraordinary Complexity:** Projects or portions of projects of extraordinary complexity may be negotiated subject to the OWNER'S approval.

SECTION THIRTEEN - PAYMENT OF THE ARCHITECT'S FEE

- A. **Installments:** The OWNER shall pay the Architect's Fee in the following manner:
- (1) **Phase I Installment:** An amount equal to fifteen percent (15%) of the Architect's fixed fee stated in SECTION TWELVE, Paragraph A upon approval in writing by the OWNER of the Phase I Documents. The pay request must be accompanied with proof that a civil engineer has been retained for the preparation of SWFWMD permits if applicable.
 - (2) **Phase II Installment:** An amount sufficient to increase payment to thirty-five percent (35%) of the Architect's fixed fee stated in SECTION TWELVE, Paragraph A upon approval of the Phase II Documents by the OWNER in writing.
 - (3) **Phase III Installment:** An amount sufficient to increase payment to seventy percent (70%) of the Architect's fixed fee stated in SECTION TWELVE, Paragraph A upon approval in writing by the OWNER, and when required, by the Florida Department of Education, of the Phase III Documents. Proof of exemption from or proof of filing for SWFWMD permit must be presented with pay request.
 - (4) **Partial Payments:** The ARCHITECT may request partial payments during preparation of Phase III Documents upon submission and approval by the OWNER of proper documentation with frequency of payment as follows:
 - (a) One (1) partial payment of the construction cost up to \$1,000,000.00 when the project is fifty percent (50%) complete as provided for under SECTION FOUR, Paragraph B. Progress prints, if required, shall be provided at no cost to the OWNER.

- (b) Construction costs of \$1,000,000.00 and over may receive partial payments monthly. Progress prints, if required, shall be provided at no cost to the OWNER.

Partial payments will not be made to the ARCHITECT on projects for which design work is not on schedule due to no fault of the OWNER.

- (5) **Bid Installment:** An amount sufficient to increase payment to seventy-five percent (75%) of the ARCHITECT'S fee contingent upon receipt of a GMP or legal bid for the construction of said project within the amount stipulated in SECTION FOUR, Paragraph B, or as adjusted under SECTION TWELVE.
- (6) **Contract Administration Installment:** The remaining fee shall be due monthly in proportion to the amount of the Contractor's/Construction Manager's payment and contingent upon the OWNER'S receipt of shop drawings and reports, but not to exceed a total payment of ninety-five percent (95%) of the ARCHITECT'S total fixed fee as stipulated in SECTION TWELVE, Paragraph A.
 - (a) The ARCHITECT shall process shop drawings and product submittals within two (2) weeks of receipt.
 - (b) The ARCHITECT shall process addendums, R.F.I.'s, A.S.I.'s, change orders and pricing bulletins within one (1) week of request.
 - (c) Changes in the contract for construction amount by change order will not affect the ARCHITECT'S construction installments until completion of construction.
 - (d) At the time of the change order the ARCHITECT will submit on form provided by the OWNER an accounting of each additive or deductive change order which will be reviewed by the OWNER and a determination made as to any additional ARCHITECT'S fees.
 - (e) Payment due for work herein to be made at completion of construction.
- (7) **Final Payment:** The fee balance due the ARCHITECT shall be paid as follows:
 - (a) All work is completed by the Contractor/Construction Manager and accepted by the OWNER.

- (b) Final “As-Built” documents, to include all operating and maintenance manuals and warranties shall be approved by and delivered to the OWNER within twenty-one (21) days of receipt from the Contractor/Construction Manager at the final punch list inspection.

It is the ARCHITECT’S responsibility to notify the Director of Architectural Services in writing, if the “As-Built”, manuals and warranties are not available at the punch list inspection for delivery.

“As-Built” plans format shall be submitted as original ink plots and electronic files in the latest release of AutoCAD. Plots shall be marked in red “As-Built” with ARCHITECT’S initials. Electronic files shall include “As-Built” notation on the drawing files. These plans shall have changes made and proper notation made and dated. These changes shall reflect any alternates and indicate which alternates were constructed and at the OWNER’S option, alternates not constructed.

As part of the “As-Built” submission, submit in electronic format, .pdf files of the project specifications to include all Addenda’s, ASI’s, etc. that are included as part of the project.

- (c) Certification of completion has been received from the ARCHITECT and his Engineer.
- (d) Project manual with all Contractor’s/Construction Manager’s warranties, equipment maintenance manuals and guarantees.

Project manual shall be submitted in 3-ring binder with project name to include Polk County School Board job number on binding. Front cover of project manual shall list, in addition to information listed above, Superintendent of Schools, School Board Members, Architect of Record, Contractor/Construction Manager, if applicable, and construction dates.

ARCHITECT’S final payment may be withheld until DOE mandatory requirements are signed off.

- B. **DOE Mandatory Requirements:** DOE mandatory requirements which are the ARCHITECT’S or ARCHITECT’S consultant’s responsibility shall be cleared within 30 days of receipt of DOE letter. If this requirement is not met, the OWNER has the option to withhold ARCHITECT’S payment until requirement is met. Refer to Exhibit “B” – DOE Guidelines.

- (b) Phase II Five (5) complete sets
(Drawings and Specifications)
 - (c) Phase III Six (6) complete sets
(Drawings and Specifications)
- (2) Documents to be furnished to the OWNER and the Department of Education as follows:
- (a) Phase III (Finals) Eight (8) complete sets
(Drawings and Specifications)
 - Three (3) sets 24" x 36" Signed & Sealed
 - Two (2) sets 24" x 36" Not Signed & Sealed
 - Three (3) sets 12" x 18" Not Signed & Sealed
- Note: Provide one (1) additional Signed & Sealed set if required by the local Fire Marshal having jurisdiction for their records.
- (b) The Three (3) sets of Signed & Sealed documents to be furnished to the OWNER and the Department of Education shall be approved with stamp and/or signature by the local Fire Marshal having jurisdiction.
- (3) Documents for use by the ARCHITECT and any of the ARCHITECT'S consultants. The ARCHITECT shall furnish full sets of complete final documents to the Engineers responsible for plumbing, HVAC and electrical design at the time as final documents are furnished to the OWNER.
- (4) Documents for review and approval of agencies noted in SECTION SEVEN, Paragraphs C, D and E, in such form and number as required.

B. **Copy Reimbursement:** The OWNER shall reimburse the ARCHITECT for any documents required over and above the number of copies provided for under SECTION FIFTEEN, Paragraphs A, 1, 2, 3 and 4 of this section at the rate of fifteen cents (\$.15) per square foot for blackline prints and ten cents (\$.10) per page for specifications. Additional printing for re-review beyond the quantity noted in Paragraph A, 1 shall be at the ARCHITECT'S expense.

SECTION SIXTEEN - PERFORMANCE BY THE ARCHITECT

This is a contract for the personal services of the ARCHITECT hereinabove named.

- A. **Unable to Complete Contract:** If for any reason the ARCHITECT is unable to perform the services under this contract, the OWNER shall have the right to name or approve another ARCHITECT to complete the performance for the ARCHITECT hereunder.
- B. **Architect's Obligations:** No obligation of the ARCHITECT under this contract may be assigned to the Contractor/Construction Manager, subcontractor, or supplier by inclusion in design drawings or specifications.
- C. **Compensation:** In no event shall the total compensation paid the ARCHITECT and his successor exceed the amount hereinabove provided.

SECTION SEVENTEEN - TERMINATION

Time is of the essence of this contract.

- A. **Failure to Perform Services:** Upon failure of the ARCHITECT to perform services herein provided, consistent with the level of care and skill ordinarily exercised by members of the profession in the same locality under similar conditions at the time of this agreement, the OWNER may terminate this contract without any further obligation to the ARCHITECT, other than the sums that have at said time already been paid, provided written notice of such failure is not corrected within ten (10) days thereafter.
- B. **Payment:** If the contract is terminated by the OWNER for any other reason than failure of the ARCHITECT to comply with contract stipulations, then payment shall be made to the ARCHITECT for all work performed to date of cancellation.

SECTION EIGHTEEN - OWNERSHIP OF DOCUMENTS

Drawings and specifications shall remain the property of the ARCHITECT until completion of the project, at which time the original working drawings shall be corrected to become "As-Built" plans, (refer to SECTION THIRTEEN, Paragraph A,7(b), and shall be turned over to and become the property of the OWNER. The OWNER may use reproduction thereof at will as it may desire in Polk County without further obligation to the ARCHITECT.

SECTION NINETEEN - PROHIBITION AGAINST CONTINGENT FEES

The ARCHITECT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT, to solicit or secure this agreement and that he has not paid or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement, to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ARCHITECT.

IN WITNESS WHEREOF the OWNER and ARCHITECT have executed this Contract, in duplicate, the day and year first above written.

OWNER:

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

(CORPORATE SEAL)

By: _____
Board Chair

ATTEST: _____
Secretary

Signed in the presence of:

ARCHITECT (Individual):

By: _____
Architect's Signature

Two witnesses

IN WITNESS WHEREOF the OWNER and ARCHITECT have executed this Contract, in duplicate, the day and year first above written.

OWNER:

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

(CORPORATE SEAL)

By: _____
Board Chair

ATTEST: _____
Secretary

ARCHITECT (Corporation):

(CORPORATE SEAL)

By: _____
As its President

ATTEST: _____
As its Secretary

EXHIBIT "A"
CONSULTING ENGINEERS

ENGINEERING DISCIPLINE	ENGINEERING FIRM	CONTACT PERSON	PHONE #	LICENSE #
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Civil				
Structural				
Mechanical				
Plumbing				
Electrical				
Acoustical				
Environmental				

**Note: Complete list must be approved by the Polk County School Board, Facilities Division.*

EXHIBIT "B"

Guidelines for Architects and Engineers Responding to DOE Plan and Specification Review Letters.

The Architect has primary responsibility for responding to DOE review letters and should ensure that responses from consultant's i.e. Engineers are complete and follow these guidelines. Upon receipt of the DOE review letter the Architect should notify the Owner in writing of any information needed from the Owner for preparation of the response.

The Architect should respond to all architectural mandatories and as well as any items pertaining to other disciplines from which the Architect logically should have the knowledge and information for a proper response.

It is preferable for all response to be collected by the Architect and submitted together. If time is critical, responses can be submitted individually but should still be routed through the Architect.

Responses should be submitted to the PCSB Facilities Department for review and forwarding to DOE.

Specific response should be made to mandatory review items. Specific response should not be made to DOE review "Comments" unless the comment requires a specific action. In most cases, it is better to simply state that comments have been noted.

When mandatories require something to be changed, added or deleted remember that the Final Phase III drawings and specifications on which the DOE review is based are "final" documents not subject to change. Prior to receipt of bids for competitively bid projects or prior to establishment of the guaranteed maximum price for CM projects changes can and should be made by addendum.

After bids are received or after establishing GMP, supplemental instructions (ASI) should be issued to bring about changes which do not affect project cost or schedule and for clarification. When changes are made which will affect project cost and/or schedule a pricing bulletin should be issued, normally followed by a change order (CO). Do not revise plans or specifications after they are issued as final.

The Architect and/or the Mechanical Engineer should provide the response, if required, for Passive Design Elements and Low Energy Usage Features.

Each item should be responded to in the same order as the DOE review letter and specific as to any changes to be made and the method for making the change i.e. addendum, supplemental instruction, change order, etc.

If the situation addressed by a mandatory is addressed in a different part of the drawings or specifications the Architect/Engineers response should provide specific references.

EXHIBIT "C"
FEE SCHEDULE

If the construction cost is under \$100,000, the ARCHITECT'S fee shall be 7% of the construction cost.

OVER	NOT OVER	FEE	PLUS %	EXCESS OVER	MAXIMUM INCREASE
100,000	200,000	7,000	6.90	100,000	6,900
200,000	400,000	13,900	6.80	200,000	13,600
400,000	600,000	27,500	6.70	400,000	13,400
600,000	800,000	40,900	6.60	600,000	13,200
800,000	1,000,000	54,100	6.50	800,000	13,000
1,000,000	1,200,000	67,100	6.40	1,000,000	12,800
1,200,000	1,400,000	79,900	6.30	1,200,000	12,600
1,400,000	1,600,000	92,500	6.20	1,400,000	12,400
1,600,000	1,800,000	104,900	6.10	1,600,000	12,200
1,800,000	2,000,000	117,100	6.00	1,800,000	12,000
2,000,000	2,200,000	129,100	5.90	2,000,000	11,800
2,200,000	2,400,000	140,900	5.80	2,200,000	11,600
2,400,000	2,600,000	152,500	5.70	2,400,000	11,400
2,600,000	2,800,000	163,900	5.60	2,600,000	11,200
2,800,000	3,000,000	175,100	5.50	2,800,000	11,000
3,000,000	3,200,000	186,100	5.40	3,000,000	10,800
3,200,000	3,400,000	196,900	5.30	3,200,000	10,600
3,400,000	3,600,000	207,500	5.20	3,400,000	10,400
3,600,000	3,800,000	217,900	5.10	3,600,000	10,200
3,800,000	4,000,000	228,100	5.00	3,800,000	10,000
4,000,000	4,200,000	238,100	4.90	4,000,000	9,800
4,200,000	4,400,000	247,900	4.80	4,200,000	9,600
4,400,000	4,600,000	257,500	4.70	4,400,000	9,400
4,600,000	4,800,000	266,900	4.60	4,600,000	9,200
4,800,000	5,000,000	276,100	4.50	4,800,000	9,000
5,000,000	5,500,000	285,100	4.40	5,000,000	22,000
5,500,000	6,000,000	307,100	4.30	5,500,000	21,500
6,000,000	6,500,000	328,600	4.20	6,000,000	21,000
6,500,000	7,000,000	349,600	4.10	6,500,000	20,500
7,000,000	7,500,000	370,100	4.00	7,000,000	20,000
7,500,000	8,000,000	390,100	3.90	7,500,000	19,500
8,000,000	8,500,000	409,600	3.80	8,000,000	19,000
8,500,000	9,000,000	428,600	3.70	8,500,000	18,500
9,000,000	9,500,000	447,100	3.60	9,000,000	18,000
9,500,000	10,000,000	465,100	3.50	9,500,000	17,500
10,000,000	11,000,000	482,600	3.40	10,000,000	34,000
11,000,000	12,000,000	516,600	3.30	11,000,000	33,000
12,000,000	13,000,000	549,600	3.20	12,000,000	32,000
13,000,000	14,000,000	581,600	3.10	13,000,000	31,000
14,000,000	15,000,000	612,600	3.00	14,000,000	30,000
15,000,000	or above	*642,600(4.28)			

***CONTRACTS TO BE AT THE NEGOTIATED RATE BELOW 4.28% (004282).**