

**AGREEMENT  
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND  
ARCHITECT/ENGINEER**

THIS AGREEMENT made this 6<sup>th</sup> day of April in the year 2023 between the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter called the OWNER, and Ebert Norman Brady Architects, 1361 13<sup>th</sup> Avenue South, Suite 230, Jacksonville Beach, FL 32250 hereinafter called the ARCHITECT/ENGINEER,

That WHEREAS OWNER intends to develop plans and specifications, bid and provide construction administration/inspections for County-Wide Projects not exceeding \$4,000,000.00 per project for a period of one (1) year from April 6, 2023 to April 6, 2024, and at the district's sole discretion it may renew for up to two (2) additional (1) year contract periods hereinafter called the PROJECT, and

WHEREAS the ARCHITECT/ENGINEER affirms he/she is properly qualified and licensed to render the professional services required by this Agreement in the State of Florida and the County of Clay.

NOW, THEREFORE, the OWNER and the ARCHITECT/ENGINEER for the consideration of provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

- I. The ARCHITECT/ENGINEER selected for each specific project based on the best interests of the Clay County School District agrees to perform, for the above named project, professional services as herein set forth and in accordance with the GENERAL TERMS AND CONDITIONS of this AGREEMENT.
  
- II. THE OWNER agrees to compensate the ARCHITECT/ENGINEER for professional services rendered in accordance with the GENERAL TERMS AND CONDITIONS of this AGREEMENT as follows:
  - A. Fees for Basic Services as set forth in the GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT shall be based on: a percentage of construction costs negotiated between the ARCHITECT/ENGINEER and via a detailed fee proposal written by the ARCHITECT/ENGINEER for each individual project. The Florida Department of Management Services fee Guide Calculator for ARCHITECT/ENGINEER services shall be used as a guide when negotiating the fee for each project.
  
  - B. Period of Service: The ARCHITECT/ENGINEER shall commence work on the date of this contract and shall complete the Schematic/Preliminary Design Phases to **N/A** and the Final Design Phase to **N/A**. The time schedules for each Phase will be mutually agreed to and attached to this contract.

- C. For the ARCHITECT/ENGINEER'S Additional Services (as described in the GENERAL TERMS AND CONDITIONS), a fee computed as described below. Consideration for payment must include a time log documenting the hours per individual and indicate the task involved.
1. Principal's time for the Architect/Engineer and the Architect/Engineer's consultants shall be at a fixed rate not to exceed one hundred fifty dollars (\$150.00) per hour. For the purpose of this Agreement, the Principals are limited to one (1) person from the Architect/Engineer and one (1) person from each of the Architect/Engineer's consultants. The principals are identified as follows: J. Tom Norman.
  2. Employees' time computed at a multiple of two and one-half (2-1/2) times the direct payroll cost for the particular employee. (Not to exceed \$90.00 per hour.)
- D. For Travel beyond the confines of Clay County, performed at the request of and for the sole benefit of the OWNER, and not otherwise required in performing the services contracted for, the OWNER shall reimburse the ARCHITECT/ENGINEER for travel and per diem in accordance with the allowance authorized for employees of THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, at the time travel is performed.
- III. The ARCHITECT/ENGINEER certifies that his/her wage rates, unit costs and other factual data which may have been furnished to the OWNER to support the compensation are accurate, complete, and current at the time of entering into this Agreement. It is also mutually understood between the ARCHITECT/ENGINEER and the OWNER that the original fee and any additions thereto shall be adjusted within one year following the end of this Agreement to exclude any significant sums wherein the OWNER determines the fee was increased due to inaccurate, incomplete or non-current wage rates, unit costs and other factual data which may have been furnished by the ARCHITECT/ENGINEER.
- IV. The ARCHITECT/ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT/ENGINEER, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ARCHITECT/ENGINEER, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

V. The ARCHITECT/ENGINEER and OWNER agree that the GENERAL TERMS AND CONDITIONS of the AGREEMENT, pages four through eighteen, revised June 30, 2019, are hereby made a part of this Agreement as is included herein.

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

THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA

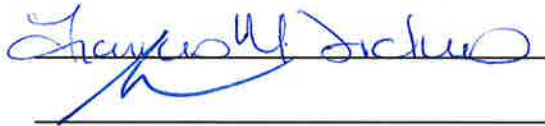
By: \_\_\_\_\_  
BOARD CHAIRPERSON

WITNESSES (As to School Board)

\_\_\_\_\_  
\_\_\_\_\_

By:  \_\_\_\_\_  
ARCHITECT/ENGINEER

WITNESSES (As to Architect/Engineer)

 \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND ARCHITECT/ENGINEER**

**ARTICLE I**

**RESPONSIBILITIES OF THE ARCHITECT/ENGINEER**

- A. The Architect/Engineer shall apply the reasonable and proper skills, judgment and care which are customary and normal to professional practice. He/she shall adhere to approvals granted during the various stages of the work for all aspects of planning, exterior and interior design, structural systems, and proposed materials, and will not incorporate any significant deviation from such approvals without written approval by the Owner .
  
- B. Approvals by the Owner, the State Department of Education or other governmental authority of any of the plans, drawings, specifications or other work performed under this Agreement shall be deemed to be an approval of the scheme as a whole and of the general features of such plans, drawings, specifications, documents or other work only. Such approvals shall not relieve the Architect/Engineer of responsibility for the sufficiency, practicability of details, except for such features therefore upon which the Owner has specifically instructed or overruled the Architect/Engineer in writing, and to which modification the Architect/Engineer has specifically objected in writing.
  
- C. The Architect/Engineer shall comply with all directives and instructions issued by the Owner and shall incorporate them into the Project if within the terms of this Agreement. He/she shall further comply with the State Requirements for Educational Facilities (SREF) of the State Board of Education and building codes applicable to the construction of school plants in Clay County, Florida in effect at the time of entering into this Agreement.
  
- D. The Architect/Engineer shall retain at his/her expense professional engineers and other qualified consultants acceptable to the Owner as advisors for the structural, air conditioning, mechanical, electrical, sanitation, and civil engineering portions of the Project as necessitated by its scope. Each such consultant shall be listed on the cover sheet of the final plans.
  
- E. The Architect/Engineer shall advise the Owner of the necessity for conducting soil borings, tests and other necessary operations for determining subsoil, air and water conditions. Geotechnical, hydrological, consumptive use, and other necessary testing services may be separately contracted by the Owner to the Engineering firm of its choice.
  
- F. The Architect/Engineer will be responsible for all permitting requirements from any governmental agency pertaining to storm water treatment and/or retention, potable water, except consumptive use, and sewage treatment systems. The above permitting requirements shall be included within the basic services rendered by the Architect/Engineer. All other permitting requirements shall not be included in the basic services and shall be separately compensated in a lump sum method mutually agreed to in writing between the Architect/Engineer and the Owner's designee.

G. The Basic Services to be rendered by the Architect/Engineer consist of the following:

1. Phase I Documents, Schematics

- a. Based on the Owner's designee statement of the requirements of the Project, the Architect/Engineer shall prepare Schematic Design studies consisting of drawings and other documents illustrating the scale and relationship of Project components. He/she shall continue this process until one schematic is selected by the Owner or their designee.
- b. The Architect/Engineer shall, during this phase, analyze as necessary the major aspects of State Board of Education requirements, requisite building codes, methods of providing utilities service, types of mechanical systems, and other appropriate factors having major effect on the Project. The analyses shall be directed toward compliance with applicable standards and developing cost/benefit alternatives.
- c. The Schematic Design and analyses performed per Article I.G.1 a. & b. above shall be presented together with a Statement of Probable Construction Costs to the Owner's designee for decisions as necessary and approval.
- d. The Architect/Engineer shall be available for School Board presentation of Schematic Plans.

2. Phase II Documents, Preliminaries

- a. The Architect/Engineer shall prepare from the approved Schematic Design Document the Preliminary Documents to fix and describe the size and character of the entire Project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate.
- b. The Architect/Engineer shall submit completed Preliminary Documents to the Owner together with a further statement of Probable Construction Cost. The probable construction costs shall be subdivided into architectural, civil, mechanical, and electrical costs.
- c. The Architect/Engineer shall be available for School Board presentation of preliminary plans.

3. Phase III Documents, Finals

- a. The Architect/Engineer shall prepare from the approved Preliminary Documents the Final Documents (working drawings and specifications) setting forth in detail the requirements for the construction of the Project.
- b. The Architect/Engineer shall exercise the standard of professional care generally required of Architects and Engineers in his/her efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of this contract.
- c. Documents shall be prepared with professional care. The various portions of the Work shall be checked, one against the other, to provide compatibility and, where conflicts may arise, drawings of adequate scale and detail to explain anticipated conditions shall be furnished. Professional attention to the detail necessary to achieve such coordination and accuracy shall be provided.
- d. The Architect/Engineer shall not, except with the written permission of the Owner, knowingly specify for the Project, or use terms which imply the requirements of any article, product, material, fixtures, form or type of construction which limits or restricts competition to a specific brand, type, or style as to which monopoly exists, or which is the exclusive property of any firm or group of firms.
- e. The Architect/Engineer shall furnish with Final Documents any adjustments to previous statements of Probable Construction Costs.
- f. The Architect/Engineer shall ensure that all mandatory Plan Review comments are satisfied to the Code Enforcement Department in a timely manner.
- g. The Architect/Engineer shall include in Final Documents the requirement that the Contractor maintain in current status during the course of construction, drawings showing the status of the construction as it is constructed. He shall further require that the Contractor forward the completed "as built" drawings with the final Application for Payment.
- h. The Architect/Engineer shall be available for School Board presentation of Final Documents.
- i. The Architect/Engineer shall not include in any documents a provision for arbitration of any claims or disputes arising out of the construction contract.

#### 4. Bidding Phase

- a. The Architect/Engineer shall be responsible for the development of bid advertisements for all addendums, bid clarifications, development of bid tabulations, attendance at bid opening, and for attendance at the School Board meeting of contract award.
- b. The Architect/Engineer shall prepare the bid documents for a base bid and alternate bids as may be necessary and/or appropriate. The base bid should constitute the original intent of the project and the project budget. Alternates are for those items which are not deemed absolutely necessary to the project at the time of award. The Architect/Engineer will be reimbursed through seventy percent (70%) of the design fees for all tasks completed through the Final Design stage. The Architect/Engineer will further receive five percent (5%) of their fees for bidding any component of the bid proposal be it base bid or alternates. Further, the Architect/Engineer will receive twenty-five percent (25%) of his/her fee for contract administration on all components of the bid awarded by the Owner.

Should the Owner, for whatever reason, not award a base bid and/or alternates and the base bid did not exceed the final budgeted amount by more than ten percent (10%), the Architect/Engineer will receive compensation based upon the amount known at the time of bid opening. This compensation will be equal to the phase completed; be it design, bidding or construction administration. If the Owner later rebids the same project, compensation will be based upon the amount awarded regardless of the previous bids known values except the first bidding phase will be maintained on the original bid amount.

If, during the time from the original bid to the rebid, additional permitting is required due entirely to the time span. Costs for additional permitting shall be agreed to in advance and covered under Article III "Mutual Responsibilities."

- c. If the lowest bona fide Base bid taken exceeds the final budgeted amount by more than 10%, the Owner, may accept the proposal, or may require the Architect/Engineer to change the Documents, at the Architect/Engineer's expense, to reduce the cost to an amount within the budget plus 10%. It shall be understood that changes in scope or quality will be approved, in advance in writing, by the Owners. In the event it becomes necessary to reject all bids and change the Documents due to the design costing more than 10% of the final budgeted amount, the Architect/Engineer shall bear the cost of all prints necessitated by the change, including those for rebidding purposes.

## 5. Construction Phase

- a. The construction phase may only be commenced after all contract, bond, and insurance requirements have been met, and will be commenced thereafter with an "Official Notice to Proceed" from the Owner.
- b. The Architect/Engineer shall provide Administration of the Construction Contract as set forth in the General, Supplemental, and Special Conditions of the Contract and the extent of his/her duties and responsibilities and the limitations of his/her authority as assigned thereunder shall not be modified without his/her written consent.
- c. The Architect/Engineer, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner's designee, and act on behalf of Owner to the extent provided in the General Conditions unless otherwise modified in writing.
- d. The Architect/Engineer shall at all times have access to the work wherever it is in preparation or progress.
- e. The Architect/Engineer shall make routine visits to the site to familiarize his/her self generally with the progress and quality of the work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his/her on-site observations, he/she shall endeavor to guard against defects and deficiencies in the Work of the Contractor. The Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections but shall be required to make visits at least once per week. It shall also be required of the Architect's/Engineer's consultants, retained per Article I, Paragraph D, to make regular site visits in order to observe the work in progress as often as necessary to guard against defects and deficiencies and to observe testing of all equipment and systems. The Architect/Engineer as well as the consultants shall be required to submit progress reports to the Owner's designee on a monthly basis stating any observed contract deficiencies, the percentage completion, construction procedures or other general information that might be necessary to keep an accurate and updated file. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents, unless any such failure is due to negligence of the Architect/Engineer in the performance of his/her responsibilities.
- f. Based on such observations at the site and on the Contractor's Application for Payment, the Architect/Engineer shall determine the amount owing to the Contractor and shall certify payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect/Engineer to the Owner, based on his/her observations at the site



as provided in Article I.G.5.e. above, and on the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his/her knowledge, information and belief the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a whole upon Substantial Completion to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate of Payment, the Architect/Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

- g. The Architect/Engineer shall review the "as built" drawings as being correct to the best of his/her knowledge and belief, and shall forward them to the Owner with the Certificate for Final Payment.
- h. The Architect/Engineer shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor relating to the execution and progress of the Work and on all other matters or questions relating thereto.
- i. The Architect/Engineer shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, he/she considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he/she has authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. He/she shall advise the Owner's designee to require the Contractor to stop the Work whenever in his/her reasonable opinion it may be necessary for the proper performance of the contract. The Architect/Engineer shall not be liable to the Owner for the consequences of any decision made by him/her in good faith either to exercise or not to exercise his/her authority to reject Work, unless such decision was made negligently.
- j. The Architect/Engineer shall review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. All such submissions will be reviewed expeditiously to avoid delay of the Work. The Architect/Engineer shall maintain a transmittal log for shop drawings and other submissions requiring Architect/Engineer approval. This log is to have the description of the

submittal, date it was received, date it was approved or disapproved, reason for disapproval and a date sent back to the Contractor.

- k. During the Construction Phase the Architect/Engineer or his/her designee shall attend Construction Conferences with the Contractor as required by the Owner's designee for the purpose of coordinating details of the Project.
- l. Changes in the Project affecting cost, time or substitution regardless of character or magnitude, shall be authorized by Change Order only, in consultation with the Owner or their designee.
- m. The Architect/Engineer shall be compensated at the basic services rate as identified in Paragraph II. A. for all work occasioned by the preparation of change orders resulting from (1) the Owner's or their designee requests; (2) errors in the information furnished to the Architect/Engineer by the Owner or their designee; (3) revisions to other governmental agency rules after the project was bid; or (4) other circumstances not within the Architect/Engineer's control, including the Contractor's operations. Change orders shall always be considered on an additive basis for the Architect/Engineer. While deductive change orders are not common, the Architect/Engineer shall not have his/her basic service fees reduced as a result of a deductive change order, or deductive change order item within an additive change order.
- n. The Architect/Engineer shall not be compensated for the work occasioned by preparation of Change Orders resulting from the Architect's/Engineer's negligence.
- o. The Owner shall pay for material, equipment or work only if such material, equipment or work is approved by the Owner, in the form of a Change Order and such material, equipment, or work is not a direct result of negligence on behalf of the Architect/Engineer. In the case of negligence, extra costs to the Owner for corrections or modifications, or for demolition or removal of installed Work which must be replaced because of negligence of the Architect/Engineer shall be assessed to the Architect/Engineer.
- p. The Architect/Engineer shall not be responsible for the acts or omission of the Contractor, or any Subcontractor's agents or employees, or any other persons performing any of the Work, unless negligent in failing to properly perform his/her duties and responsibilities as set forth in this Agreement.

## 6. Project Completion

- a. The Architect/Engineer shall at the time of substantial completion of the project, conduct an inspection and prepare a list of tasks needed to

complete the work (substantial punch list). Substantial completion shall be defined as: A Certificate of Occupancy has been issued and the Facility/Project can be occupied and utilized for its intended purpose. All safety items are fully operational including: intercom, fire alarm, emergency lighting, emergency generation systems, water plant and sewage treatment plant are approved by the appropriate permitting agencies and are operational.

- b. The Architect/Engineer shall be responsible for identifying whether the contractor has attained substantial completion in accordance with project timelines as amended by change order. This shall be established in writing by the Architect/Engineer to the Owner's or their designee.
- c. The Architect/Engineer shall at the time of final completion of the project, conduct an inspection and prepare a list of tasks needed to complete the Work (final punch list). The Architect/Engineer shall at the time of final completion, confirm that the items on the substantial punch list are complete and establish any items that would be classified as warranty. The Architect/Engineer shall confirm that all systems and sub-systems are fully operational. The date of final completion shall be established by the Architect/Engineer in writing to the Owner's or their designee.
- d. The Architect/Engineer shall, upon final completion of the Project, including correction of the discrepancies on the substantial punch list and final punch list, prepare a Certificate of Final Inspection and submit to the Owner's designee. The Architect/Engineer shall furnish such other Certificates as may be required by State laws and regulations.
- e. The Architect/Engineer shall require the contractor to develop operation and instructional manuals for the project. These manuals shall be thoroughly reviewed by the Architect/Engineer, and shall include all guarantees, bonds and related documents. The Architect/Engineer shall submit the as-built drawings (prepared by the Contractor and reviewed by Architect/Engineer), the operation and instruction manuals, the final application for payment, and other requirements to the Owner's designee. The Architect/Engineer shall require the contractor to certify to their correctness in writing.
- f. The Architect/Engineer shall, at the completion of the Project, certify that, to the best of his/her knowledge, information and belief, the Project has been constructed in accordance with the Contract Documents, approved Change Orders, Chapter 1013 Florida Statutes and State Requirements for Educational Facilities (SREF) and appropriate codes in effect at the time.
- g. The Architect/Engineer shall, if requested, accompany the representative of the Owner on an inspection of the Project at a date not less than 30 days

prior to the date of expiration of the Contractor's guarantee, for the purpose of preparing a list of deficiencies that the Contractor is to correct under the conditions of the warranties and guarantees. The Owner shall schedule this inspection and require the contractor to be present.

7. Additional Responsibilities

- a. In the event of malfunctioning of building systems or failure of building components (during the warranty one year period), the Architect/Engineer shall investigate to determine the cause(s) without delay using the resources of his/her office, the consultants originally retained and such other consultants as he/she may elect to retain. On completion of the investigation he/she will report his/her findings, conclusions and recommendations for corrective action to the Owner.
- b. In the event of continued malfunctioning of building systems or failure of building components (during the warranty one year period), the cause(s) for which cannot be determined, an independent consultant may be retained to investigate the problem, determine causes and recommend corrective action. Consultant services shall be obtained as follows:
  - (1) The Owner shall notify the Architect/Engineer in writing of the conditions of malfunctioning and/or failure, the facts and circumstances of remedies attempted, and shall request that consultant services be provided.
  - (2) The Architect/Engineer may conduct additional investigations to determine the causes(s) of deficiency.
  - (3) Alternatively the Architect/Engineer may retain an independent consultant acceptable to the Owner to conduct the requisite investigation.
  - (4) In the event action is not taken by the Architect/Engineer per Article I G 7c (2) and (3) above within 15 days of his/her receipt of the Owners written notification, the Owner may retain an independent consultant to investigate the problem.
  - (5) The Owner shall compensate independent consultants directly, whether retained by the Board or by the Architect/Engineer. The Architect/Engineer and Owner may agree on the findings of the independent consultants or jointly agree to submit the question to arbitration under Florida Statutes.

- c. During the Contractor's one (1) year warranty period, the Architect/Engineer shall lend assistance to the Owner as needed to correct design deficiencies resulting from negligence of the Architect/Engineer. The corrective work shall include redesign, preparation of documents, and other work necessary for the award of a contract to correct deficiencies.
- d. Should any claim or action be brought against the Owner, related directly to the professional services provided by the Architect/Engineer under this Agreement, the Architect/Engineer shall render reasonable assistance to the Owner.
- e. The Architect/Engineer agrees to indemnify and hold harmless the Clay County School Board, Clay County, Florida from all loss, liability, claims, or expense including reasonable attorneys' fees, from bodily injury including death or property damage to any person or persons directly resulting from the negligence of the Architect/Engineer.

## **ARTICLE II**

### **RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

- A. The Owner shall provide the requirements of educational planning specifications for the Project, to include the scope, functional standards and material criteria to be attained.
- B. The Owner shall appoint an employee to function as its single designee in all dealings between the Owner and the Architect/Engineer. The Architect/Engineer shall be entitled to rely on all instructions and the information furnished by the designee of the Owner issued in writing.
- C. The Owner shall, in consultation with the Architect/Engineer, make the necessary budgetary revisions to accommodate any significant changes in educational planning specifications, scope, functional standards and/or material criteria directed by the Owner during the design process.
- D. The Owner shall have the ultimate responsibility for obtaining approval by the State Department of Education for the program, for any desired deviation from mandatory standards, for Documents and for any other matter not within the scope of Basic and Additional Services of the Architect/Engineer.
- E. The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; right-of-way, restrictions, easements encroachments, zoning deed restrictions, boundaries, elevations and contours of the site, limits of any wetlands, locations, dimensions and complete data

pertaining to existing building, other improvements and trees, and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

- F. The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect/Engineer, including reports, test borings, test pits soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.
- G. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- H. The Owner shall furnish such legal accounting and insurance counseling services as may be necessary for the Project, and such auditing services as it may require to ascertain how or for what purposes the Contractor has used the monies paid to him/her under the Construction Contract.
- I. The services, information, surveys and reports required shall be furnished at the expense of the Owner and the Architect/Engineer shall be entitled to rely upon the accuracy and completeness thereof.
- J. The Owner shall pay all fees for regulatory permitting.
- K. For each new site, the Owner shall furnish a current environmental assessment which will address any environmental constraints on the site, such as wetlands, protected wildlife species, and/or other factors which may affect use of the site.
- L. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it shall give prompt written notice thereof to the Architect/Engineer.
- M. The Owner shall furnish information required of it as expeditiously as necessary for the orderly progress of the Work.
- N. The Owner shall furnish the Architect Engineer all approvals, changes, modifications and other instructions affecting the Work in writing.
- O. The Owner shall cooperate with and participate in the user orientation as appropriate on the request of the Architect/Engineer.

## ARTICLE III

### MUTUAL RESPONSIBILITIES

- A. If any of the following Additional Services shall be required of the Architect/Engineer and cause the Architect/Engineer extra expense, the Owner's designee and the Architect/Engineer shall agree in writing before the services are performed as to the amount and method of compensation. Additional services shall not be defined as any work provided for within approved change orders.
1. Providing design services relative to future facilities, systems, and equipment which are not intended to be constructed as part of the Project.
  2. Providing services to verify the accuracy of drawings or other information furnished by the Owner.
  3. Providing interior design and other services required for or in connection with the selection of furniture and furnishings.
  4. Making major revisions in Drawings, Specifications or other Documents when such revisions are inconsistent with written approvals or instructions previously given and are due to cause beyond the control of the Architect/Engineer.
  5. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services as may be required in connection with the replacement of such Work.
  6. Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.
  7. Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than twenty-five percent (25%) beyond the original. Extensions through change order are considered as part of the original construction time except time extensions due to weather, pauses in the work and other causes beyond the control of the Architect/Engineer, including the contractor's failure to complete the project on time.
  8. Preparing to service or serving as an expert witness in connection with any public hearing, arbitration proceedings or legal proceeding.
  9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural or engineering practice.

B. Payments for Basic Services shall be submitted on the School Board's Standard Payment Form and shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total basic fee:

|                               |      |
|-------------------------------|------|
| Schematic Design Phase        | 10%  |
| Preliminary Development Phase | 30%  |
| Final Documents Phase         | 70%  |
| Bidding Phase                 | 75%  |
| Construction Phase            | 100% |

C. Payments for change orders shall be included with basic service payments but identified separately. Change orders increase the project scope which in turn increases the basic services. Change orders shall not be considered as additional services.

D. Payments for Additional Services of the Architect/Engineer in accordance to Article III A (1)-(9) shall be made monthly upon presentation of a statement. Additional services shall be invoiced separately by the Architect/Engineer and a detailed summary of the additional services performed shall be submitted.

E. No deduction shall be withheld from the Architect/Engineer's fee on account of penalty or liquidated damages withheld from payments to Contractors.

F. Should the Owner find it necessary to abandon or suspend, in whole or in part, a project during the design phase which is under contract with an Architect/Engineer, the Architect/Engineer is to be paid for the services rendered at the time of suspension or abandonment. Such payment shall constitute final payment for that service.

G. Reinstatement of a Project abandoned or suspended shall be subject to the following conditions:

1. The Owner shall be given full credit for the Work completed.
2. The fee payable for completion of the Work shall be the unpaid amount of the lump sum fee originally agreed upon for the Project, and adjusted in accordance with current fee and any additional fee due to the changes in scope of the Project.
3. Compensation for Additional Services occasioned by changes in the scope of the Project or revisions in Work completed prior to abandonment or suspension shall be the subject of specific agreement between the Owner and Architect/Engineer at the time the Project is reinstated.

H. The numbers of documents required and their ownership are:



1. Documents shall be reproduced for bidding and construction purposes in such form and number as the Owner's designee may direct. Documents furnished for the bidding process may be partially reimbursed by prospective bidder deposit. The Architect/Engineer shall provide at no cost to the successful Contractor, six (6) complete sets of documents.
  2. The Owner will require two (2) copies each of the Schematic Design Phase, Preliminary Design Phase, and Final Design Phase. These documents shall be furnished to the Owner by the Architect/Engineer at his/her expense. All documents shall be signed and sealed.
  3. The Owner shall reimburse the Architect/Engineer for the actual cost of prints and printing required over and above the number of copies provided for under the preceding paragraphs, except for those sets printed for the use of the Architect/Engineer and his/her consultants for the purpose of bidding and construction.
- I. Records of Architect/Engineer's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractors, shall be available to the Owner's designee at mutually convenient times.
  - J. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect/Engineer, the Architect/Engineer shall be paid his/her compensation for services performed to termination date, including travel then due, and all terminal expenses.
  - K. The Owner and the Architect/Engineer each binds his/her self, his/her partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect/Engineer shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
  - L. It is understood that this is a contract for professional services of the Architect/Engineer hereinbefore named or his/her qualified representative. If, for any reason, the Architect/Engineer is unable to perform the service under this Agreement, the Owner shall have the right either to name or approve the Architect/Engineer selected to complete the performance of this Agreement. The Architect/Engineer shall be liable for any reasonable additional costs occasioned to the Owner thereby.
  - M. This Agreement represents the entire and integrated agreement between the School Board of Clay County, Florida and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both The School Board of Clay County, Florida and Architect/Engineer.