

# BROWARD COMMUNITY COLLEGE

*We keep you thinking.*

Office of the president

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: February 27, 2008

Place: Regular Meeting of the Board of Trustees  
Broward Community College  
Judson A. Samuels South Campus  
Building 81 - Multi-Purpose Room  
7200 Pines Boulevard  
Pembroke Pines

Subject: Agenda Item IV-C-2-c-STH Architectural Group (Schwab Twitty)

Contract Agreement with STH Architectural Group for the architectural and engineering services for the remodeling of and addition to Building 22 on Central Campus.

This will provide for the renovation of and addition to Building 22 on Central Campus. This is one of our instructional buildings and will bring technological and facilities enhancements for our Institute of Public Safety, which trains law enforcement officers for all of Broward County. This renovation/addition will also house the new Homeland Security training facility.

This is part of the College's long-term upgrade and enhancement of facilities plan (CIP) to provide an improved student learning environment which will provide for improved student learning outcomes. It will improve services to students and delivery of courses and provide for the growth in these program areas.

RECOMMEND APPROVAL

Board Agenda Approved: J.D.A.  
Date: 2/20/08

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**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

To: J. David Armstrong Jr., President

Date: November 7, 2007

From: William Pennell, C.F.O. & V.P. Facilities and College Services

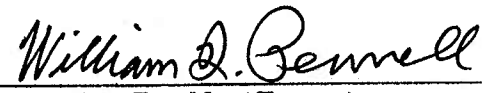
Subj: Architect / Engineering Services Contract

Issue: Bldg. 22 Remodel and Addition – Central Campus  
Project # 1022-M06-01

**Background/Analysis:** Attached is the Contract Agreement with STH Architectural Group, Inc. for the Architectural and Engineering Services for the Remodeling and addition of B-22 on Central Campus. The selection for the B-22 Remodeling and Addition Architect/Engineering firm was approved by the Board of Trustees on June 27, 2007.

**Fiscal Impact:** \$ 1,000,735.00 from PECO funds

  
Initiating Official  
Francisco Hoyos  
A.V.P., Facilities Management

  
Vice-President/Provost  
William Pennell  
C.F.O./Vice President for Facilities

**Staff Position:** Recommend approval of contract with STH Architectural Group, Inc.

**THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Providing high quality educational programs         | <input checked="" type="checkbox"/> Providing high quality services                                |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input checked="" type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input checked="" type="checkbox"/> Commitment to student achievement                   | <input checked="" type="checkbox"/> Commitment to lifelong learning                                |
| <input checked="" type="checkbox"/> Commitment to academic excellence                   | <input checked="" type="checkbox"/> Providing use of current technology                            |

**BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:**

The hiring of STH Architectural Group, Inc. for the Central Campus Bldg. 22 Remodel project enables the College to provide a better environment for teaching and learning.

Minority Firm: Yes \_\_\_ No X N/A \_\_\_

Broward Firm: Yes \_\_\_ No X N/A \_\_\_

**ARCHITECT/ENGINEER AGREEMENT**

THIS AGREEMENT made this **February 27, 2008, ~~October 24, 2007~~**, by and between **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE, 111 225** East Las Olas Boulevard, Fort Lauderdale, Florida 33301, (referred to as "OWNER"), and **SCHWAB TWITTY AND HANSER ARCHITECTURAL GROUP (STH)** located at 515 North Flagler Drive, Suite 1400, West Palm Beach, FL 33401-4339 (hereinafter referred to as "ARCHITECT/ENGINEER").

**WITNESSETH:**

WHEREAS, the OWNER intends to remodel approximately 43,000 square feet corresponding to the existing classrooms, firing range, auditorium, offices, labs, gym, bathrooms, and storage areas in building #22; and build and addition of approximately 7,500 square feet to house the new Homeland Security training facility. Building #22 currently houses the Institute of Public Safety. The remodeling portion of building 22 includes complete building services such as, but not limited to electrical power, HVAC, plumbing, security, fire alarm, data and telephone systems as well as a new fire sprinkler system; energy conservation, sustainability and general requirements for compliance with certain U.S. Green Building council's (USGBA) Leadership in Energy and Environmental Design (LEED) prerequisites and credits needed for the project to obtain, minimum, LEED certified certification for existing buildings. Disabilities Act (ADA) shall also be considered as part of the remodel. The new building will house the Homeland Security Center, which includes Director's and faculties' offices, conference room, computer labs, demonstration labs, classrooms, and storage areas. Energy conservation, sustainability and general requirements for compliance with U.S. Green Building Council's (USGBA) to obtain, minimum, LEED certified certification for new buildings. American Disabilities Act (ADA) shall also be considered as part of the new building (hereinafter the "Project"). Building #22 is at Central Campus, 3501 S.W. Davie Rd., Davie, Florida 33314.

NOW, THEREFORE, OWNER and ARCHITECT/ENGINEER have agreed as follows:

- A. The ARCHITECT/ENGINEER agrees to perform professional services for the OWNER as herein set forth relative to the Project.
- B. OWNER's engagement of the ARCHITECT/ENGINEER is based upon the ARCHITECT/ENGINEER's representations to the OWNER as follows:
  - 1. ARCHITECT/ENGINEER is an organization of experienced design professionals, authorized and licensed to do business in the State of Florida;

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2. ARCHITECT/ENGINEER is qualified, willing and able to perform architectural and engineering services for the Project;
3. ARCHITECT/ENGINEER has the expertise and ability to provide design and engineering services for the Project which will meet the OWNER's objectives and requirements which shall be documented within the Projects Program/Basic services Fee Clarifications dated September 28 (Revised), 2007 Document's see Exhibit "A."
- C. OWNER agrees to pay ARCHITECT/ENGINEER for such services in accordance with the fees set forth in this AGREEMENT.
- D. OWNER will enter into an agreement with a Construction Management Firm to construct this Project under the principles of Construction Management at Risk. The Construction Manager will provide a Guaranteed Maximum Price (GMP) based on the ARCHITECT/ENGINEER's submission of 100% Construction Documents. GMP shall be consistent with the OWNER'S Construction Budget, as indicated in Article 9 of this agreement, and any budget modifications mutually agreed upon by the OWNER, ARCHITECT/ENGINEER and Construction Manager, during the development of documents through previous design phases.
- E. The parties further agree to the following conditions:

## ARTICLE 1

### **ARCHITECT/ENGINEER'S PROFESSIONAL SERVICES**

The ARCHITECT/ENGINEER shall provide professional services for the Project in accordance with the Terms and Conditions of this AGREEMENT.

- 1.1 The ARCHITECT/ENGINEER shall furnish programming, architectural and engineering services including civil, structural, mechanical and electrical engineering, as well as services of any SubConsultants included as part of the Project Team on the ARCHITECT/ENGINEER's Professional Qualification Supplement. All services shall be performed by, or under the direct supervision of, professionals licensed in, and in accordance with professional standards consistent with those provided by Architecture/Engineering firms in the State of Florida which customarily provide similar design services to the OWNER. The governing standards shall be those in effect at the time of the submittal of documents for permitting. Codes, laws and regulations are the Florida Building Code 2004 Edition and amendments or those otherwise listed in this AGREEMENT. In addition, all services shall be performed in

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compliance with any and all codes, laws, ordinances and regulations which apply to or govern the Project, including the U.S. Green Building's Council's (USGBA) Leadership in Energy and Environmental Design (LEED) prerequisites and credits needed for the project to obtain minimum LEED certification for existing buildings and new buildings, whichever the case.

- 1.2 All drawings, plans, specifications, or other documents or materials provided or prepared by ARCHITECT/ENGINEER shall conform to the following standards:
  - 1.2.1 Based on the information given by the OWNER's designated representative the Architect shall prepare the educational program, which is the basis for the educational facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff and other additional needs including but not limited to ancillary facilities. The educational program shall include every space, its definition, its intended use, its capacity, and any additional requirement including but not limited to equipment, furniture, and special needs.
  - 1.2.2 Be sufficient, complete, accurate, adequate for bidding, negotiating and for the purpose of constructing the Project;
  - 1.2.3 Be consistent with the OWNER's budget requirements for the Project and the Project Schedule;
  - 1.2.4 Meet the OWNER's aesthetic, functional, and operational objectives as expressed in the BCC Facilities Program, or as amended by mutual agreement;
  - 1.2.5 Comply with all laws, statutes, rules and regulations, building codes, LEED requirements, and OWNER's standards, guidelines and regulations, which apply to or govern the Project.
  - 1.2.6 Florida Building Code-2004 Edition and amendments
- 1.3 The OWNER has computerized all aspects of their operation; therefore, all Architect/Engineer Design and Contract Documents shall be prepared in electronic media. Project specifications, and written documentation shall be formatted in AutoCad 2007 version, Drawing read/write format or higher. Organization of all contract documents and layering shall be as defined by the National CAD Standards
- 1.4 ARCHITECT/ENGINEER's services shall be performed as expeditiously as is consistent with the ordinary progress of Work. The ARCHITECT/ENGINEER shall submit for the OWNER's approval a schedule for the performance of the

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ARCHITECT's services which may be adjusted as the Project proceeds, and shall include allowances or periods of time required for the OWNER's and Construction Manager's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule approved by the OWNER shall not, except for reasonable cause, be exceeded by the ARCHITECT/ENGINEER or the OWNER.

- 1.5 ARCHITECT/ENGINEER agrees that if the Project is constructed in accordance with the ARCHITECT/ENGINEER's design, that the Project will meet the OWNER's objectives as described in Paragraph 1.2 above and be functional as contemplated by the ARCHITECT/ENGINEER's design.
- 1.6 All architectural and engineering services provided by consultants to the ARCHITECT/ENGINEER for the Project ("Sub-Consultants") shall comply with all standards referenced in Paragraphs 1.1 - 1.4 inclusive.
- 1.7 The OWNER, at its sole discretion, may direct the ARCHITECT/ENGINEER, at no additional cost to the OWNER, to promptly and satisfactorily correct any services provided pursuant to this AGREEMENT that are found to be defective or not in compliance with the requirements of this AGREEMENT or the requirements of any laws, statutes, rules, regulations, ordinances, regulations, building codes and OWNER's guidelines which apply to or govern the Project at the time of execution of this AGREEMENT. OWNER's approval, acceptance or use or payment for all or any part of ARCHITECT/ENGINEER's services hereunder or of the Project itself shall in no way alter ARCHITECT/ENGINEER's obligations to the OWNER pursuant to this AGREEMENT **or the owner's right to demand correction of unsatisfactory services provided under this agreement.**
- 1.8 The ARCHITECT/ENGINEER's services shall be performed in conjunction with those services and/or Work rendered by a Construction Manager (hereinafter collectively referred to as "Work"), as described in the AGREEMENT between OWNER and Construction Manager.
- 1.9 In addition to hard copies of all documents required at each phase of design, the ARCHITECT/ENGINEER shall provide computerized copies in CD-ROM format. The OWNER has computerized all aspects of their operation; therefore, all Design and Contract Documents shall be prepared in electronic media. Project specifications and written documentation shall be formatted in AutoCad 2007 with drawings in read/write format and 1 Archive TIFF format. Specifications should be provided in CD format. Organization of all contract documents and layering shall be as defined by the National CAD Standards. Provide CD format for all project submittals.

~~1.10 Not Used~~

1.10 The ARCHITECT/ENGINEER shall design the facility in its totality and provide for the facility to be constructed in a phased manner based upon the construction budget.

**ARTICLE 2**

**ARCHITECT/ENGINEER'S BASIC SERVICES**

**2.1 SCHEMATIC DESIGN PHASE (PHASE I)**

- 2.1.1 ARCHITECT/ENGINEER shall consult with OWNER to ascertain the requirements of the Project, and shall confirm such requirements to the OWNER in writing. List all equipment and fixtures to be included in the proposed program in the form of an educational specification.
- 2.1.2 The ARCHITECT/ENGINEER shall provide preliminary evaluation of the OWNER's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations as set forward in Articles 8 and 9.
- 2.1.3 After reviewing the Project requirements, the ARCHITECT/ENGINEER shall advise the OWNER of which tests and surveys should be conducted prior to development of plans and specifications.
- 2.1.4 The ARCHITECT/ENGINEER shall review with the OWNER and Construction Manager alternative approaches to design and construction of the Project.
- 2.1.5 Upon receipt of OWNER's written comments and approval to proceed, the ARCHITECT/ENGINEER shall prepare, Schematic Design Documents, for approval by the OWNER. Schematic Design shall be based on the approved concept, educational specifications and include all modifications required by OWNER. Schematic design Documents consist of drawings and other documents illustrating the scale and relationship of Project Components, energy conservation approach and equipment parameters. Before preparing energy conservation data, the ARCHITECT/ENGINEER shall discuss the energy saving schemes proposed for the Project with the OWNER. The ARCHITECT/ENGINEER shall prepare data, make up input and run the Trane Trace Ultra 600, Carrier HAP 3.0 or other life-cycle-cost computer program analysis, approved by the OWNER. The ARCHITECT/ENGINEER shall submit three sets of the following to the OWNER: Cover letter discussing the energy

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saving schemes considered, the complete computer run print-out, the computer results, the ARCHITECT/ENGINEER's recommendation and discussion of other energy-saving measures incorporated into the Project design. The OWNER will notify the ARCHITECT/ENGINEER of the approved scheme to incorporate into the Project.

2.1.6 The ARCHITECT/ENGINEER shall submit ten (10) sets, as part of its services and at no additional cost, of 36"x24" minimum plus two (2) small 12"x18" sets for OWNER approval and Construction Manager review of the Schematic Design (Phase I) Documents and an Estimate of Probable Project Construction Cost based on current area, volume, or other applicable unit costs.

2.1.7 ARCHITECT/ENGINEER shall obtain and prepare Phase I review documents for submission and review by the Florida Department of Education and OWNER's designated Building Code Official. ARCHITECT/ENGINEER shall respond in writing to all review comments and revise documents accordingly.

## 2.2 DESIGN DEVELOPMENT PHASE (PHASE II)

2.2.1 ARCHITECT/ENGINEER shall prepare from the approved Schematic Design Document (Phase II) the Design Development Documents in accordance with the requirements of the Florida State Building Code-2004 Edition and amendments, consisting of, but not limited to, drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

2.2.2 At intervals mutually agreeable to the OWNER, ARCHITECT/ENGINEER and Construction Manager, the ARCHITECT/ENGINEER shall provide drawings and other documents which depict the current status of the design development for the OWNER's review and the Construction Manager's information.

2.2.3 The ARCHITECT/ENGINEER shall submit ten, as part of its services and at no additional cost, (10) sets of 36"x24" minimum plus two (2) small 12"x18" sets to the OWNER, and Construction Manager of the Design Development Documents and an Estimate of Probable Project Construction Cost based on current area, volume or other applicable unit costs for Construction **Manager** review and OWNER approval.

2.2.4 ARCHITECT/ENGINEER shall assist the OWNER in the coordination, programming, placement and selection of Furniture and Equipment as required for this project. Architect/Engineer shall coordinate all controls, power, lighting

and other elements with the proposed furniture locations, ARCHITECT/ENGINEER shall submit and document for owner approval a preliminary interior and exterior color and finish proposal. Submittals to be a colored presentation of plans and exterior elevations with preliminary materials and color board. ARCHITECT/ENGINEER shall prepare 3D renderings and present them to the Board of Trustees at one of its regular meetings.

2.2.5 ARCHITECT/ENGINEER shall obtain and prepare Phase II review documents for submission and review by Florida Department of Education and OWNER's designated Building Code Official. ARCHITECT/ENGINEER shall respond in writing to all review comments and documents accordingly.

### 2.3 CONSTRUCTION DOCUMENTS PHASE (PHASE III)

2.3.1 ARCHITECT/ENGINEER shall prepare Construction Documents from the approved Design Development Documents, as described in Paragraph 2.2 and all subparagraphs above and shall include any additional information received from the OWNER to resolve all problems, conflicts, defects or deficiencies in the Design Development Documents. Construction Documents shall be based upon data and estimates prepared by the Construction Manager, and shall consist of Drawings and Specifications, which set forth in detail the requirements for construction of the entire Project, and which:

- 2.3.1.1 Are complete, accurate, and adequate for bidding, negotiating and constructing the Project;
- 2.3.1.2 Take into account constructability, materials, and equipment necessary to complete the Project;
- 2.3.1.3 Meet the OWNER's documented aesthetic, programmatic, financial, functional and operational objectives;
- 2.3.1.4 Comply with requirements of the Florida State Building Code 2004 Edition and amendments, applicable laws, statutes, rules and regulations of the State of Florida and any Federal authority or agency, in effect at the time the Construction Documents are submitted to the OWNER.
- 2.3.1.5 Architect is responsible for permitting compliance and addressing any requirements made by the building code official and the Florida Department of Education.

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- 2.3.2 ARCHITECT/ENGINEER shall prepare prior to or as part of the Construction Document submittal, a set of colors and finish materials presentation boards said boards to coordinate with furniture/equipment plans and set forth colored floor plans, all exterior elevations and primary interior elevations for owners approval and acceptance.
- 2.3.3 ARCHITECT/ENGINEER shall provide any information necessary to prepare OWNER's Bidding Documents, assist the OWNER in the preparation of bidding forms, and with the language to screen Construction Manager Firms.
- 2.3.4 ARCHITECT/ENGINEER shall assist the OWNER in the selection process of the Construction Manager as needed.
- 2.3.5 ARCHITECT/ENGINEER shall assist the OWNER in the preparation of the Conditions of the Contract, and the form of AGREEMENT between the OWNER and Construction Manager ("Contractor").
- 2.3.6 ARCHITECT/ENGINEER shall provide any information necessary to prepare Construction Manager's Bidding Documents for subcontractors and assist the OWNER and the Construction Manager in the preparation of bidding forms for Subcontractors, and selection of Subcontractors.
- 2.3.7 ARCHITECT/ENGINEER shall assist the OWNER and Construction Manager in the preparation of the Conditions of the Contracts for subcontractors, and the form of AGREEMENT between the Construction Manager ("Contractor") and subcontractors
- 2.3.8 The ARCHITECT/ENGINEER shall submit the (10) sets, as part of its services and at no additional cost, of 36"x24" minimum plus two small 12"x18" sets to the OWNER and Construction Manager to review at 50% completion. Upon OWNER approval to proceed, The ARCHITECT/ENGINEER shall develop and submit to OWNER ten (10) 36"x24" minimum at 100% completion, three of which shall be signed and sealed, plus two (2) small 12"x18" sets. Throughout the Construction Document Phase the ARCHITECT/ENGINEER shall advise the OWNER of any adjustments to previous estimates indicated by changes in requirements or general market conditions.
- 2.3.9 The ARCHITECT/ENGINEER shall obtain and prepare for submittal all documents, specifications and forms for Phase III for review and approval by the Florida Department of Education and OWNER's designated Building Code Official. ARCHITECT/ENGINEER shall respond to any and all comments made

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by the Florida Department of Education and OWNER's Building Code Official in writing until final approval is attained.

2.3.10 ARCHITECT/ENGINEER shall signify its responsibility for the Contract Documents prepared pursuant to this AGREEMENT by affixing its signature, date and seal to every page of the Contract Drawings and the Table of Contents page of the Project Manual, as required by Chapters 471 and 481, Florida Statutes.

2.3.10.1 If the Project is being constructed as a threshold building, as defined in Chapter 553.71(7), Florida Statutes. The ARCHITECT/ENGINEER shall insert the following statement on each sheet required by Chapters 471 and 481, Florida Statutes, to be signed, sealed and dated by the ARCHITECT/ENGINEER:

"To the best of my knowledge, the plans, specifications and addenda comply with the applicable minimum building codes."

Where this AGREEMENT provides for the OWNER's approval of the ARCHITECT/ENGINEER's design document submittals, suggestions and decisions, such approval shall not relieve the ARCHITECT/ENGINEER of any responsibility hereunder. However, such approvals shall evidence Architect/Engineer's compliance with the requirements of this contract.

2.3.11 The ARCHITECT/ENGINEER shall assist the OWNER and Construction Manager in filing the required documents for the approval of those government authorities having jurisdiction over the Project.

2.3.12 Construction Manager and OWNER's review and approval of the drawings, plans, specifications, calculations and other Design, Construction and Contract Documents shall not relieve ARCHITECT/ENGINEER of any responsibility for their accuracy, adequacy and completeness or of any requirement to comply with any aspect of this AGREEMENT. However, such approvals shall evidence Architect/Engineer's compliance with the requirements of this contract.

## 2.4 BIDDING PHASE

2.4.1 The ARCHITECT/ENGINEER, following approval by the OWNER of the Construction Documents and the Final Estimate of Probable Project Construction Cost, shall assist the OWNER and the Construction Manager

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("Contractor") by responding to questions, responding to requests for information, including attending pre-bid meetings, preparation of addenda, attending the opening of bids, and recommending an award of the construction contract. If the project budget is exceeded, the ARCHITECT/ENGINEER will assist in the formulation and evaluation of value engineering options and proposals to reduce the project cost.

2.4.2 The ARCHITECT/ENGINEER shall attend and participate in an initial "Partnering" workshop with the OWNER and the Construction Manager (Contractor) as part of basic services.

2.4.2.1 At the option of OWNER, ARCHITECT/ENGINEER shall attend and participate in the subsequent "Partnering" workshops.

2.4.2.2 ARCHITECT/ENGINEER shall have in attendance at the workshops the Project Principal-in-Charge, the Project Manager, Project Architect, Leed Accredited Professional, and Field Representative, as well as the Principals and Designers from each design discipline including, but not limited to, mechanical (HVAC), plumbing, structural, civil, electrical, and landscape architecture.

## 2.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.5.1 To the extent provided by the contract for this Project between the OWNER and the Contractor, the ARCHITECT/ENGINEER shall make recommendations on claims of the OWNER and Construction Manager (Contractor) and on other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. Recommendations on such claims shall be subject to the provisions of this AGREEMENT.

2.5.2 The ARCHITECT/ENGINEER shall review and determine whether samples, schedules, shop drawings and other submittals are in general conformance with the design concept of the Project and for general compliance with the Contract Documents.

2.5.3 The ARCHITECT/ENGINEER shall prepare construction change directives and change orders and assemble warranties required of the Contractor.

2.5.4 The ARCHITECT/ENGINEER and its respective sub-consultants shall attend all key construction events as necessary to ascertain the progress of the Project.

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- 2.5.5 The ARCHITECT/ENGINEER shall visit the site at intervals appropriate to the stage of construction, but not less than every two weeks.
- 2.5.6 The ARCHITECT/ENGINEER shall visit the site to:
  - 2.5.6.1 Familiarize itself with the progress and quality of the Work;
  - 2.5.6.2 Observe Work to determine its compliance with the Contract Documents and Project Schedule;
  - 2.5.6.3 Prepare for and discuss the Work and Construction Documents with the OWNER and its representatives;
- 2.5.7 Architect/Engineer shall be required to visit the site minimum every two weeks or when the OWNER deems necessary. Sub-Consultants shall be required to visit the site at least twice a month when their respective portion of the Work is in progress;
- 2.5.8 The ARCHITECT/ENGINEER will not be required, nor responsible for the following:
  - 2.5.8.1 To make exhaustive or continuous on-site inspections to check the quality or quantity of the Work;
  - 2.5.8.2 Techniques or sequences of construction or the safety precautions incident thereto;
  - 2.5.8.3 The Construction Manager's ("Contractor's") failure to perform the construction Work in accordance with the Contract Documents.

Notwithstanding the provisions of Paragraph 2.5.6 and Paragraphs 2.5.8 above inclusive, ARCHITECT/ENGINEER shall not be relieved from its responsibility for the Construction Manager's (Contractor's) failure to perform the construction Work in accordance with the Contract Documents if such failure was substantial and was / or should have been observed and timely brought to OWNER's attention by the ARCHITECT/ENGINEER based upon the standard of care governing the performance of services rendered pursuant to this AGREEMENT.

- 2.5.9 On the basis of his observations as a qualified professional while at the site, and within forty-eight (48) hours after such visit the Architect/Engineer shall inform ~~keep~~ the Owner in writing of the progress, quality and/or

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deficiencies of the work and the ARCHITECT/ENGINEER will make its inspections, reviews and observations at critical times or during specific phases of the work and ~~informed of the work,~~ will endeavor to guard the Owner against defects & deficiencies in the work of the Contractor. ~~and will advise the Owner in writing of observed work that fails to meet the intent of the Contract documents.~~ This obligation is not reduced or limited by the fact that others are conducting inspections for or on behalf of the OWNER.

2.5.10 Based on such observations as described in ARTICLE 2.5.6, and the Construction Manager's (Contractor's) Applications for Payment, the ARCHITECT/ENGINEER shall determine the amount owing to the Construction Manager (Contractor) and shall certify Construction Manager's Payment Applications in such amounts. This Certification shall constitute a representation to the OWNER, based on such observations ~~and the date comprising that the work actually performed has progressed to the point indicated in the Application for Payment. That the Work has progressed to the point indicated.~~ If the work has not proceeded as indicated, the ARCHITECT/ENGINEER will modify the Construction Manager's Payment Application and inform the Owner and the Construction Manager why the application was modified. By certifying Construction Manager's Payment Application, the ARCHITECT/ENGINEER shall also represent to the OWNER that, to the best of its knowledge, information and belief based on what its observations have revealed, the quality of the Work is in substantial accordance with the Contract Documents.

2.5.11 The ARCHITECT/ENGINEER shall conduct inspections to determine the dates of Substantial and Final Completion, ~~and shall prepare a punch list for all work to be completed or correct by the Contractor.~~ Upon completion of all items and upon compliance with 2.5.12, the ARCHITECT/ENGINEER shall issue a Final Certification for Payment.

2.5.12 The ARCHITECT/ENGINEER shall furnish the Construction Manager (Contractor) a set of Contract Drawings for Contractor's preparation of final record documents in CD ROM format.

2.5.12.1 The Construction Manager (Contractor) is responsible for preparing and furnishing the OWNER a set of reproducible record documents showing any changes made during the construction of the Project,

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based on marked-up prints, drawings, and other data, this information shall also be scanned and presented in CD ROM format.

2.5.12.2 The ARCHITECT/ENGINEER shall review and approve Construction Manager (Contractor) submitted record documents. In approving record documents, the ARCHITECT/ENGINEER represents to the OWNER that, to the best of its knowledge, information and belief based on what its observations have revealed, the record documents accurately reflect the Work as built.

2.5.13 Duties, responsibilities and limitations of the authority of the ARCHITECT/ENGINEER shall not be restricted, modified, or extended without written agreement of the OWNER and ARCHITECT/ENGINEER.

2.5.14 The ARCHITECT/ENGINEER shall be a representative of and shall advise and consult with OWNER, during construction until final payment to Construction Manager is made. The ARCHITECT/ENGINEER shall have authority to act on behalf of the OWNER, only to the extent provided in this AGREEMENT, unless otherwise modified by written instrument.

~~2.5.15~~ The ARCHITECT/ENGINEER shall have the authority to reject Work which does not conform to the Contract Documents. Whenever the ARCHITECT/ENGINEER considers it necessary and advisable for implementation of the intent of the Contract Documents, the ARCHITECT/ENGINEER will have authority to require additional inspection and testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. ~~However, neither this authority of the ARCHITECT/ENGINEER nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the ARCHITECT/ENGINEER to the Construction Manager, Sub-contractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.~~

2.5.16 The ARCHITECT/ENGINEER shall review and approve or take other appropriate action upon Construction Manager's submittals such as Shop Drawings, Product Data Schedules and Samples, ~~but only for limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The ARCHITECT/ENGINEER's action shall be taken with such reasonable promptness as to cause no delay to the Work or of separate contractors, while allowing sufficient time in the ARCHITECT/ENGINEER's professional judgment to permit adequate review.

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2.5.17 The ARCHITECT/ENGINEER shall prepare Change Orders, with supporting documentation and data, for the OWNER's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work upon approval by the OWNER, involving neither an adjustment in the Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents.

### ARTICLE 3

#### ARCHITECT/ENGINEER'S COMPENSATION

The OWNER shall compensate the ARCHITECT/ENGINEER in accordance with the Terms and Conditions of this AGREEMENT, as follows:

3.1 FOR THE ARCHITECT/ENGINEER'S BASIC SERVICES, as described in ARTICLE 2 above, ~~the lump~~ a total sum of \$1,000,735.00 to be distributed as prescribed in ARTICLE 11 hereinafter.

3.2 FOR THE ARCHITECT/ENGINEER'S ADDITIONAL SERVICES, as described in ARTICLE 5 hereinafter, to be paid as ~~the lump sum~~ prescribed in the Amendment.

3.3 FOR THE ARCHITECT/ENGINEER'S ADDITIONAL SERVICES, as described in ARTICLE 5 hereinafter, to be paid as ~~a multiplier of direct personnel expense, a multiplier not exceeding 3.0 may be applied to the direct personnel expense for those additional services defined in ARTICLE 5.1 hereinafter.; all other additional services multiplier should not exceed 2.95.~~

3.3.1 Direct personnel expense shall be defined as the cost of salaries or wages paid directly to personnel engaged on the Project.

3.3.2 Actual salaries ~~times multipliers employed~~ shall not exceed the limits of \$55.00 per hour for technical typist, \$75.00 per hour for draftsman, \$95.00 per hour for graphic designer, \$130.00 per hour for specification writer, \$95.00 per hour for job captain, \$145.00 per hour for project manager, \$110.00 per hour for designer, \$145 per hour for senior designer, and \$215.00 for managing principal for services under ARTICLE 5.1 hereinafter.

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~~3.3.3 The multipliers being applied to direct personnel expense cover overhead, fringe benefits such as, but not limited to, social security contributions, unemployment taxes, excise taxes, payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay, and profit.~~

3.3 FOR THE ARCHITECT/ENGINEER'S REIMBURSABLE EXPENSES, as defined in ARTICLE 7 herein.

#### ARTICLE 4

##### SUB-CONSULTANTS

4.1 All services provided by Sub-Consultants shall be performed pursuant to written agreements between the ARCHITECT/ENGINEER and the Sub-Consultants. All such AGREEMENTS shall contain provisions that preserve and protect the rights of the OWNER, ~~and the ARCHITECT/ENGINEER under this AGREEMENT. These AGREEMENTS shall also provide that the ARCHITECT/ENGINEER may assign or transfer to OWNER any and all claims or causes of action which the ARCHITECT/ENGINEER has or may have against a Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant with respect to the Project.~~ The ARCHITECT/ENGINEER shall indemnify and hold OWNER harmless from any claim or cause of action raised by the Sub Consultant and any third party to the Sub Consultant and/or from any claim or cause of action which arises from the actions, errors or omissions from the Sub Consultant.

4.1 Nothing contained in this AGREEMENT shall create any contractual relationship between the OWNER and the Sub-Consultants. However, the ARCHITECT/ENGINEER is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this AGREEMENT or the Project which is the subject of this AGREEMENT.

4.2 The ARCHITECT/ENGINEER shall not replace any Sub-Consultant without prior written approval by the OWNER.

#### ARTICLE 5

##### ADDITIONAL SERVICES OF THE ARCHITECT/ENGINEER

5.1 THE ARCHITECT/ENGINEER will be paid extra compensation for the following additional services as may be authorized by the OWNER through Contract Amendment. ~~Compensation will be either in the form of a lump sum as prescribed in~~

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~~ARTICLE 3.2 herein, or as a multiplier of direct personnel expense as prescribed in ARTICLE 3.3 herein, whichever is specified in the Amendment.~~ Additional services is defined as:

- 5.1.1 Significant changes in general scope of the Project or its requirements including, but not limited to, changes in size, complexity, or character of construction.
- 5.1.2 Revising drawings or specifications previously approved by the OWNER to accomplish changes, after OWNER'S acceptance of 50% construction documents.
- 5.1.3 When required by the OWNER, preparing documents for Supplemental Work initiated after commencement of the construction phase.
- 5.1.4 Consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing professional services of the types set forth in ARTICLE 2 herein as may be required in connection with the replacement of such Work.
- 5.1.5 Providing prolonged contract administration and observation of construction should the Construction Contract Time be exceeded by more than 15% of the original approved time schedule due to no fault of the ARCHITECT/ENGINEER. The Construction Contract Time is the period of time allotted in the Construction Contract Documents for completion of the Work, including Substantial Completion and Final Completion.
- ~~5.1.6 The owner decision to use an additional or separate contractor(s) to perform the work or more than one construction contract, or separate contracts for different construction trades or material suppliers.~~
- 5.1.7 Items of the Project not otherwise provided for in this AGREEMENT or which are not reasonably connected or reasonably foreseeable as a result of the Scope of Work of this agreement.
- ~~5.1.8 Furnishing and directing one or more Project Representatives (if more extensive representation at the site than called for in Paragraphs 2.5.4 through 2.5.10 hereinabove is required) with the understanding that the number, identity, salaries and length of service of such representatives shall be agreed to by the OWNER.~~

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- 5.1.9 Providing services required concerning remediation of any work not constructed in accordance with the Contract Documents. This may include, but not be limited to, preparing remedial sketches, reviewing Construction Manager's proposed solutions or substitutions, providing additional field observation to review replacement, revisions to or corrections to the work.
- 5.1.10 Providing assistance and services as required as a result of any claims and or litigation against the Owner by the Construction Manager or their sub-contractors for items not the fault of the architect.
- 5.1.11 Providing asbestos consultant as needed.
- 5.1.12 Providing services for an Acoustical Consultant.
- 5.2 ARCHITECT/ENGINEER shall not be relieved from its responsibility for Contractor's failure to perform construction work in accordance with the Contract Documents. ~~if such failure was substantial and was / or should have been observed and timely brought~~ ARCHITECT/ENGINEER will immediately bring any deficiencies to OWNER's attention by ARCHITECT/ENGINEER based upon the standard of care governing the performance of services rendered pursuant to this AGREEMENT.

## ARTICLE 6

### OWNER'S RESPONSIBILITIES

- 6.1 The OWNER will provide full information as to its requirements for the Project.
- 6.2 The OWNER'S representative authorized to act in its behalf with respect to the Project is BCC's Vice President for Facilities and College Services or his authorized designee. The OWNER or its representative will examine documents submitted by the ARCHITECT/ENGINEER and will render decisions pertaining thereto in a timely manner, in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT/ENGINEER's services.
- 6.3 The OWNER will furnish a certified land survey of the site giving as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and information (to the extent that it exists) concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

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- 6.4 The OWNER will 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 test and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.
- 6.5 The OWNER will furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 6.6 The OWNER will furnish such legal, accounting and insurance counseling services as may be necessary for the Project, and such auditing services as may be required for the Florida State Department of Education.
- 6.7 The services, information, surveys and reports required by Paragraphs 6.3 through 6.6 above, will be furnished at the OWNER's expense, and the ARCHITECT/ENGINEER shall be entitled to rely upon the accuracy and completeness of the information thereof.
- 6.8 If the OWNER's representative observes or otherwise becomes aware of any discrepancies or defects in the Project, he will give prompt notice thereof to the ARCHITECT/ENGINEER.

## ARTICLE 7

### ARCHITECT/ENGINEER'S REIMBURSABLE EXPENSES

- 7.1 REIMBURSABLE EXPENSES include actual expenditures in accordance to Section 112.061 of the Florida Statutes and not to exceed \$15,000.00 total made by the ARCHITECT/ENGINEER in the interest of the Project for the following incidental expenses. ~~A multiple not exceeding 1.15 may be applied to direct expense to these additional services defined in ARTICLES 7.2 through 7.6.~~ All reimbursable expenses require previous prior written authorization from the OWNER.
- 7.2 Expense of transportation and living of principals and employees when traveling outside the tri-county area of Dade, Broward and Palm Beach Counties in connection with services other than those defined in ARTICLE 2 herein.

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- 7.3 Reproduction of drawings and specifications, excluding copies for use by ARCHITECT/ENGINEER, and multiple sets as stipulated in ARTICLE 2 herein, for each phase submission of the Project to the OWNER.
- 7.4 Renderings or models for the OWNER's use.
- 7.5 Fees of special consultants, for other than the normal structural, civil, landscape architecture, mechanical and electrical engineering services, and fees for estimating consultants making detailed cost estimates.
- 7.6 Fees paid for securing approval of authorities having jurisdiction over the Project.

**ARTICLE 8**

**PROJECT CONSTRUCTION COST**

- 8.1 PROJECT CONSTRUCTION COST shall be based upon one of the following sources with precedence in the order listed:
  - 8.1.1 The guaranteed maximum price ("GMP") for constructing the Project negotiated between the OWNER and the Construction Manager (Contractor).
  - 8.1.2 Lowest acceptable bona fide Contractor's bid or proposal received for any or all portions of the Project.
  - 8.1.3 Detailed Estimate of Project Construction Cost as authorized by the OWNER.
  - 8.1.4 The ARCHITECT/ENGINEER's latest Estimate of Probable Project Construction Cost based on current area, volume or other unit costs.
- 8.2 From time to time at its discretion the OWNER shall be able to directly buy materials or equipments using the "Direct Purchase Program." When materials or equipments are furnished by the OWNER the cost shall be included in the Project Construction at current market cost.
- 8.3 Project Construction Cost does not include the fees of the ARCHITECT/ENGINEER and consultants, change order contingencies that may be set aside by the OWNER, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER as provided in ARTICLE 6 hereinabove, or the cost of movable furnishings and equipment.

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