

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

School Board of Santa Rosa County Milton, Florida
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**JAY ELEMENTARY SCHOOL - SIX CLASSROOM ADDITION
AND DEMOLITION OF BUILDING FOUR**

THIS AGREEMENT is made and entered into, in duplicate, by and between **THE SCHOOL BOARD OF SANTA ROSA COUNTY**, hereinafter referred to as the "**Board**", and **DAG ARCHITECTS, INC.**, hereinafter referred to as the "**Architect**", and shall include the successors, and assigns whenever the content requires or permits.

W I T N E S S E T H:

WHEREAS, the Board desires employ an architect to perform architectural services for the design, administration and supervision of Jay Elementary School – Six Classroom Addition and Demolition of Building Four.

WHEREAS, the Architect has agreed to perform the services set forth in this agreement, according to the terms and conditions provided in the agreement to the Board during the contractual period, or for such lesser period in the event the contract is sooner terminated.

Now, therefore, the Board and the Architect, in consideration of the mutual promises contained herein and other good and valuable consideration, agree as follows:

The Architect agrees to perform whatever architectural services are desired or required by the Board during the contract period.

1. THE ARCHITECT'S BASIC SERVICES:

The Architect's basic services consist of:

A. The Architect's professional services shall consist of the necessary conferences, preparation of estimate, preliminary studies, and preliminary plans, completion of working drawings, detailed specifications, large scale and full sized detailed drawings, and the drafting of advertisements for bids, forms of proposals and contracts, and includes normal structural, civil, mechanical and electrical

AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL BOARD AND DAG ARCHITECTS

engineering services and general evaluation of the work through completion and warranty period. The Architect shall also monitor the performance of the finished projects. The Board reserves the right to select other design professionals, if required by law, grant funding requirements or by mutual agreement between the Board and Architect. The Board shall have the option to offer and the architect shall have the option to accept or reject proposed projects with little or no architectural content, such as, mechanical, electrical, civil, and similar projects. The Board reserves the right to select other professional firms for continuing or specific project contracts for foresaid project types. The architect shall not bill for attendance at necessary conferences, preparation of estimates, preliminary studies and plans, and attendance at scheduled school board meetings.

B. Upon authorization by the Board, or their designee, the Architect shall proceed with the preparation of working drawings, specifications, large scale and full sized detailed drawings for architectural, structural, plumbing, heating, electrical and other mechanical work; detailed estimates, and all other data needed for letting construction contracts and the utilities to serve the same.

C. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

D. The Architect shall strictly conform to and be bound by, standards, criterion, and memoranda of policy furnished to him by the Board, and the Architect shall design the work in strict compliance with all applicable laws, State Board of Education Regulations, Florida Building Code, and in strict compliance with all other applicable codes.

E. The Architect shall assist in the letting of contracts, including, but not limited to, tabulation and evaluation of bids.

F. All plans and specifications shall bear the signature and seal of the Architect and the consultants. Three sets of specifications and plans bearing this signature and seals of structural, electrical and mechanical engineers licensed in the State of Florida, shall be furnished to the Board. Two of the three sets are to be submitted to the Santa Rosa County Building Department for plan review.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

Structural drawings shall bear the signature and seal of a structural engineer licensed in the State of Florida. Electrical drawings shall bear the signature and seal of an electrical engineer licensed in the State of Florida. Mechanical drawings shall bear the signature and seal of a mechanical engineer licensed in the State of Florida. The Architect is fully responsible and accepts full responsibility for all designs and those of their contractor.

G. The Architect is responsible for calculating in detail all structural, mechanical and electrical work for the purpose of ascertaining and verifying, (1) adequacy and correctness of equipment specified or shown on the drawing, and (2) that the plans and specifications do not violate sound and accepted engineering principals as in current practice, and (3) that there has been ample provision in the entire structural system for expansion and contraction, including, but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counter flashing, roof decks, masonry walls; and (4) to confirm that there has been ample provision in the mechanical for the expansion and contraction. The use of stucco systems and rooftop HVAC systems are not to be designed without the express written consent of the owner.

H. The Architect agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals or architectural and engineering design and compliance with building codes. The Architect shall take no calculated risk in the design or work. The architect agrees that in the event the architect cannot design the work within the financial limitations without disregarding sound principals or design, or in the event the Architect is requested by any person, agency or public body to make changes involving quality or quantity which will increase the cost of the work to an amount which is in excess of the stated funding limitations set forth by the Board, he will give written notice at once, and in any event, within seven (7) days to the Board. The Architect agrees that in the absence of an amendment to the architectural contract in writing, he will not design work for the Board which he estimates will cost in excess of the amount certified in his original budget certification as presented to him by the Board.

I. The Architect shall render all other collateral services such as are customary in work of this character and as may be conducive to economy and sound construction.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

J. The Architect acknowledges and agrees that the Board does not undertake to approve or pass upon matters of design and that the Board, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the acceptance of plans and specifications by the Board is limited to the function of determining whether there has been compliance with instructions issued to the Architect regarding layout of space. The Board does not undertake to inquire into adequacy, fitness, suitability or correctness of engineering or architectural design. The Architect agrees that no approval of plans and specifications by any person, body or agency shall relieve him of the responsibility for adequacy, fitness, suitability and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principals and in compliance with all applicable codes.

K. The Architect, or a principal in the Architect's firm, shall attend Board meetings of the Santa Rosa County School Board as required and all those adjourned or special meetings that have items from the architect on the agenda and to which the Superintendent shall notify him to be in attendance at no additional charge. The Architect or his representative shall also be required to attend reasonable facility related planning meetings at no additional charge.

L. The Architect shall prepare small scale line drawings, and or modify existing drawings, for each project and present drawings to the Board for internal use. The drawings are to be on paper, and in electronic format, as well as modifications to the existing CAD drawings. New facility drawings must be produced on a CAD system compatible with the School District's existing drawings. A full set of plans and specifications are to be presented to the Board prior to bidding. The Architect shall prepare the F.I.S.H. (Florida Inventory of School Houses) paper work for submission to the Department of Education. All room numbering on all construction plans must be the final F.I.S.H. room numbers. The Architect shall meet with District and School personnel and assist in the correct preparation of educational specifications for each project. This shall include the preparation and typing of educational specification forms and presenting them for approval to the Board's representative. For these services, the Architect will be reimbursed no more than \$500 per project.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

M. The Architect may be required to perform a service that is not directly related to the ultimate construction of a structure and not otherwise described in this contract. In these events the architect shall present a fee schedule, either lump sum or incremental, for the Board's consideration.

2. INFORMATION FURNISHED BY THE BOARD:

The Board shall, so far as the work under this agreement may require, furnish the Architect with the following information or reimburse the Architect actual costs to procure the information. Proof of solicitation of at least three (3) quotes will be provided by the Architect for items \$12,500 or more, or the current Purchasing Department amount, whichever is greater.

A. Printed material in which the architect may locate educational specifications, program and design criterion, etc., which is currently available to the Board.

B. A complete and accurate survey of the building site, giving the grade and lines of streets, pavements and adjoining properties, the rights, restrictions, easement boundaries, and contours of the building site, and full information as to sewer, water, gas, and electrical services. Surveys required by the NFWFMD are included.

C. The Board is to reimburse the Architect for the costs of borings or test pits and for chemical, mechanical, or other tests when required, including life cycle and other federal or state agency required studies. This includes geotechnical studies as required by NFWFMD. The Board shall also reimburse actual permit fees, as required by regulatory authorities.

D. All information and instructions shall be issued through the office of the Superintendent or his designee in accordance with the policies, rules and regulations of the Board.

E. Design within funding limitations:

(1) The Architect shall accomplish the design service required under this contract so as to permit the awarding of a contract, pursuant to the laws and codes of the State of Florida, State Board of Education Regulations, and Board policies, for the construction of the facilities designated at a price that does not exceed the estimated funding limitation as given by the Board and provided in statute. When bids or proposals for the construction contract are received which exceed such estimated funding

AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL BOARD AND DAG ARCHITECTS

limitations, the Architect shall perform such redesign and other services as are necessary to permit contract award within such funding limitation. These additional services shall be performed by the Architect at no increase in the price of this contract.

(2) The Architect will promptly advise the Board if he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Board will review the Architect's revised estimate of construction cost. The Board may, if it determines that the estimated funding limitation given to the Architect are so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or material as required to reduce the estimated construction cost to an amount within the estimated funding limitation.

3. LIMITATIONS ON DESIGN:

A. Designs shall meet or exceed the minimum standard for planning and design as adopted by the Florida Department of Education and the current Florida Building Code.

B. Design of the project shall be such that construction costs shall not exceed the amount budgeted by the Board for anticipated construction of the project.

C. The plans and specifications shall conform to all local and state laws, codes, ordinances and regulations affecting the work.

D. 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 5%, or D.O.E. regulations, whichever is less, as compared to the area set forth therefore in basic information supplied by the owner. In no event shall the total square footage of floor area of the entire project exceed that provided therefore in said information except with the express written approval of the Board.

E. At any time during the design period should any requirement be made by a representative of the owner, the nature of which requirement, in accordance with the best professional opinion of the Architect, is such that would result in cost exceeding budgeted funds as set forth in (b) above, the Architect shall immediately stop work and advise the owner thereof, in writing.

F. Further, those limitations on design set forth in paragraph 2 above shall, likewise, apply.

AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL BOARD AND DAG ARCHITECTS

4. PHASE I DOCUMENTS, SCHEMATIC:

The Architect shall prepare and submit those schematic plans or documents for the project as required, to the School Board or their representative for approval.

5. PHASE II DOCUMENTS, PRELIMINARIES:

After the Board or their representative have approved the Phase I documents and authorized the Architect to proceed, he shall prepare those plans and documents for the project required or referred to in the Florida Administrative Code (State Department of Education Requirements for Educational Facilities {SREF}, or latest edition) as now existing or amended in the future to the School Board for their approval. These documents shall be consistent with the Phase I documents and such changes as may be required or necessary to comply with the estimated costs.

6. PHASE III DOCUMENTS, FINALS:

A. Upon receipt from the owner of written notice to proceed with preparation of the final working drawings and specifications, the Architect shall prepare and deliver to the owner complete working drawings and specifications for the project adequate for contractual and construction purposes, and in compliance with the requirements or matters set forth in SREF (State Requirements for Educational Facilities) of the Florida Administrative Code and Florida Building Code as properly enacted or amended. Prior to advertising to bid, these documents, along with a final cost estimate, will be submitted to the School Board for their approval. The Architect will complete all necessary D.O.E. - O.E.F. forms and forward all necessary plans, specifications, and other items, as required, to D.O.E. - O.E.F. or other entity as directed, at the Architects expense.

B. These final working documents shall be consistent with the schematic documents and such changes as may be required or necessary to comply with the estimated cost and shall be accompanied by detailed outline of allocated floor area and estimated cost therefore. Phase III drawings along with a final cost estimate will be submitted to the Board for approval prior to bid.

C. The drawings and specifications shall set forth clearly and completely the scope of the work and requirements of all materials and workmanship provided that such reviews and revisions do not

AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL BOARD AND DAG ARCHITECTS

change the scope of the project as previously approved by the Board. Otherwise, any additional fee to the Architect must be agreed upon in advance by the owner and the Architect.

D. The drawings shall be on a CAD system acceptable to the Board in addition to being on quality paper, mylar or approved equal and shall be capable of making clear, sharp prints. Copies of electronic storage media for each project shall be clearly labeled with project name and CAD system and a bid copy shall be provided the Board at no additional expense prior to bidding.

7. REVISIONS:

A. The Architect shall make such changes in or revision of the preliminary documents and the working drawings and specifications as may be required by the owner to meet its approval as to scope, design or layout or to permit proper construction of the project within the amount budgeted for project.

B. If after taking bids, it appears that no bids have been received from responsible bidders which will permit the construction of the project within the amount budgeted for project, then the Architect, upon the instruction of the owner, shall make such revisions and alterations in the drawings and specifications as may be necessary to permit the proper construction and completion of the project within the amount budgeted for project.

C. All revisions as above required shall be made at no expense to the owner.

8. EVALUATION OF CONSTRUCTION:

A. The Architect shall make visits to the site not less than one (1) time per week and at such other intervals as may be required for the purpose of evaluating the work as it progresses. Such visits shall especially be made during all critical stages in construction. Full evaluation reports on the owner's forms, or on forms satisfactory to the owner, shall be timely made to the owner by the Architect and his engineer with copies left at the project for the contractor at the time of inspection.

B. Advise on special problems and changes necessitated by unforeseen conditions encountered in the course of construction shall be provided at no additional expense to the Board.

C. Assist in the final evaluation of construction and issue necessary instructions pertaining thereto.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

D. Timely furnish the owner copies of all shop drawings, approvals, additional drawings and directions received from or given to the contractor.

E. The Architect will use diligent effort to determine defects and deficiencies in the work of the contractor, but he does not guarantee the performance of their contracts.

F. In addition to other architectural services required under this contract, the Architect agrees to evaluate the construction of the work and to use his powers to require that the contractors shall comply with the contract documents. Such evaluation shall include the general administration of the business relating to the contract; the issuance of certificates of payment; the keeping of accounts; the approval of materials, equipment, and apparatus used in the work; and the evaluation of construction. General administration of the business relating to the contract includes, but is not limited to performing all the acts or things described, referred to, or implied in the general administration of the business relating to the contract shall include, but is not limited to, the following:

(1) The Architect shall use his power to enforce the faithful performance of the contract which shall include, but shall not be limited to:

a. Immediate condemnation of the work or materials known by him to be in violation of the contract;

b. Recommend to the School Board withholding of fees or payment;

c. Recommend to the School Board stopping of the work under order;

d. Requiring rigid compliance with the applicable laws and codes;

e. Requiring efficient superintendents and operation by the contractor;

f. Enforcement of the provisions of the contract requiring the contractor to remove unskilled workmen from the job, by requesting the contractor to take such action.

(2) The Architect by periodic evaluations made personally by principals of the architectural firm, electrical engineering firms and mechanical engineering firms, employed by the Architect shall:

a. Enforce the faithful performance of the contract;

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

b. Assure himself that work has been, or is being, installed in accordance with the contract documents before allowing it to be covered. The Architect will certify no work for payment which has been covered prior to his consent. The Architect is fully responsible for any work designed, approved, certified or accepted by him;

c. Require upon completion of the project a certified affidavit from each engineering discipline attesting that the project meets all applicable requirements found within the Florida Building Code and SREF.

(3) The Architect shall require receipts from all known subcontractors and all known material men:

a. If the Architect has evidence of delinquency on the part of the contractor in making payments,
or

b. If he is requested to do so by the Board.

(4) The Architect shall make decisions promptly and in any event, within ten (10) days after presentation of an issue, claim or complaints about the work shall be rendered in accordance with or on forms approved by the Board and in the event of non-compliance, including omission of work or faulty workmanship, the Architect shall recite in the decision the paragraph number or article of the specifications, and/or the detail or drawing which has been violated, indicating precisely in which respect there has been deviation from the methods and/or materials of the construction required by the contract document. The Architect will include in his decision, suitable specifications and/or drawings indicating precisely the methods and materials to be used in executing the correction or remedy of condemned work.

(5) The Architect shall use his powers to enforce rigidly and literally the requirement of the Board that no changes may be made in the work by any party without written consent of the Board in advance. Change orders that are the result of the architect's and his consultants' omission or error are not subject to additional A & E fees. All owner request change orders will be subject to the addition of A & E fees. Excess change orders due to the Architect and his consultants' omission or error will be considered in future architectural selection.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

(6) The responsibility of the Architect for enforcing the faithful performance of the contract is not relieved or affected in any respect by the presence of an inspector or "clerk of the work" at the site, or by inspection by other employees of the Board. If an inspector has been assigned to the job, the Architect shall direct the inspector to enter in the diary the date on which the Architect approves or consents to the covering of given work, together with precise identification of the said work.

G. The evaluation described above is to be distinguished from the continuous service of a resident engineer inspector.

H. Should the Architect elect to engage structural, civil, electrical and mechanical engineers, they shall be registered and licensed in the State of Florida and shall be responsible for periodic evaluations and final evaluations of the work under their jurisdiction. The Architect shall arrange, at the expense of the Architect, for the structural, civil, electrical and mechanical engineers responsible to the Architect for periodic evaluations, to advise the Architect, in writing from time to time as the work progresses, of concurrence on the part of the engineers in (a) the accepting; (b) the consenting to the covering of and; (c) the certifying for payment of work in their fields of practice. The Board reserves the right to demand copies of the aforesaid written occurrences. The Architect shall file with the Board a written notice of all deviations from approved design documents of a mechanical, civil, structural or electrical nature to the conclusion of the construction, but prior to final payment. The evaluations by the structural, civil, electrical and mechanical engineers shall be a minimum of once every four weeks during construction or more often if deemed necessary by the Architect. A copy of the monthly or other written evaluation reports will be forwarded to the Board for information and action.

9. INSPECTION OF CONSTRUCTION.

A. "Clerk of the Work". If the owner deems it advisable for a "clerk of the work" to be employed in order to provide continuous inspection of construction under the direction of the Architect, the Architect and the owner shall make a mutual determination of the number and salaries of personnel required therefore. If the selection is approved by the owner, the person or persons so selected and approved shall be employed by the Architect and be responsible solely to him. The owner will reimburse the Architect for all salaries paid to such personnel, together with amounts of any workmen's

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

compensation insurance premium, or other payroll taxes that the Architect is required to pay pursuant to State or Federal law.

B. Inspector:

(1) If the owner deems it advisable for an "inspector" to be employed in order to provide semi-continuous inspection of construction under the direction of the owner and to report to the owner, said inspector will be a direct representative of the owner and will be paid by the owner. The prime duty of the inspection 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.

(2) 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 the specified and that provisions for storage are adequate to prevent deterioration. If it becomes necessary to condemn materials and to instruct the contractor to remove said materials from the premises, the Architect will be consulted, except in clear cut cases.

(3) The inspector in no way will relieve the Architect of his duties and responsibilities of supervision of construction.

(4) The Architect shall contact the district inspector in all cases where soil poisoning for subterranean termites is required in the construction process.

10. TIME AND ORDER OF ARCHITECT'S SERVICES:

A. The Architect shall furnish the documents and provide the services herein required in such sequence and at such times as may be necessary for prompt prosecution of the work of designing and constructing the project.

B. The Architect agrees to prepare and deliver to the owner as follows: Schematic (Phase I) and preliminary documents (Phase II) and final working drawings and specifications (Phase III) within a time period mutually agreeable to the Board and the Architect which is 120 calendar days from notice to proceed.

11. ARCHITECT'S FEES:

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

A. The owner will pay the Architect full compensation for his service under this contract utilizing the State of Florida Department of Management Services Fee Guide Calculator for A & E Fees. Said construction cost shall be determined as of the date the construction bid is accepted by the Board. However, in the event the owner, subsequent to the time the bid is awarded, determines that the scope of the project should be substantially changed and necessitates a change order or change orders to be issued, then the Architect should be entitled to an additional fee, based on the terms of this contract, for the additional services performed. The architect shall not be entitled to any fee on change orders that are required to correct deficiencies or omissions caused by him or his subordinates/consultants.

B. There shall be no compensation to the Architect in the form of travel reimbursement.

C. There shall be no additional compensation paid to the Architect for evaluation of projects which extend beyond the established construction time and there shall be no additional compensation for evaluation at the end of the guaranteed period.

D. There shall be no architectural compensation for the Architect or any of his employees, attending meetings involving administrative services, surveys, planning, reports to State and Federal agencies or other matters similar to these.

E. There shall be no additional architectural compensation for engineering evaluation with the exception of required threshold inspection, which will be reimbursed at actual cost.

F. The Architect shall not charge interest on any bills not paid within forty-five (45) days.

G. The Architect shall not charge for normal and customary office expenses associated with this contract.

H. The reasonable and customary cost of engineering permitting and fees associated with permitting shall be reimbursable.

I. From time to time, the Architect may be requested to quote a price per hour or a firm project cost for services that are not directly related to a construction project or services that do not lead to a construction project that would generate a fee under this contract. However, in the event that such work does lead to a construction project, the amount previously paid by the owner will be deducted from the newly calculated fee of the project as determined by fee curve. The Board shall have the option to

AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL BOARD AND DAG ARCHITECTS

accept or reject any fee or quote proposal for such projects and to contract with other design professionals if the fee or quote is not acceptable.

J. Should the Owner request the Architect to design alternate(s) to establish the cost of work that may or may not be accepted, the Architect will be compensated for his fee based on the actual bid price of the alternate(s) accepted. If the alternate(s) bid is not accepted, the Architect will be paid 60% of the calculated fee. The remaining 40% will not be due unless the alternate bid is subsequently. If at a later date the alternate design is pursued by utilizing the same documents, the amount previously paid by the owner will be deducted from the newly calculated fee as determined by fee curve.

12. PAYMENT OF ARCHITECT'S FEES:

The owner shall pay to the Architect on account of the Architect's fees in the following manner:

(1) First Installment: An amount equal to 15% of the fee based on the architect's estimated cost of construction for the project, upon approval, in writing, by the owner of the Phase I schematic drawings.

(2) Amount sufficient to increase payments to 45% of the fee based on the architect's estimated cost of construction, upon approval, in writing, by the owner of the Phase II documents.

(3) An amount sufficient to increase payments to 75% of the fee based on the actual bid award and entering into of the construction contract by the owner. If the actual construction bid award is less than the budgeted amount and the Architect has been previously paid more than 85% of the actual earned fee, the Architect will reimburse the Board the difference, upon request of the Board.

(4) Construction Installment: The remaining fee as scheduled under fee schedule above shall be due from time to time during construction in proportion to the progress payments due the contractor except that these installments shall not increase payments to more than 90% of the fee for this phase of the project. Final payments beyond 90% of the construction installment will be in the same proportion as payments to the contractor.

(5) Final Payment. The balance of moneys due on account of this agreement when:

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

a. The work is completed by the contractor and accepted by the owner; or authorized by the Board due to extenuating circumstances.

b. Reproducible plans and electronic files of plans and specifications are delivered to the owner and approved by the owner; including signed affidavits from structural, civil, mechanical and electrical engineers attesting that all work has been evaluated periodically, and completed as designed meeting all applicable building codes.

(6) Reimbursable items, as described above, and items billed under the provisions of 11. (I) shall be paid in full, upon presentation of invoice, without any retainage being withheld.

B. If unforeseen conditions other than the costs of construction make it unfeasible to award a construction contract at the time the plans are completed and the owner decides not to make this award within four (4) months from the date of final approval by the Department of Education or other plan reviewer, then the Architect will be paid 60% of the fee based on the estimated cost of construction. In the event bids are rejected because they do not come within the estimated costs and the Architect is directed to revise the plans and upon such revision the bids are again rejected because they do not come within the estimated costs, and the owner elects not to proceed with further revised plans, then the Architect shall only be entitled to receive that portion of this fee previously received, to-wit: 60% of the total fee based on the estimated costs. In the event the Architect accepts payment under the provisions of this sub-paragraph, then the owner shall be entitled to and shall receive the final plans and specifications with the right to utilize the same as they see fit.

C. No deductions shall be made from the fee on account of penalty, liquidated damages, or other sums withheld from payment to the contractor.

13. RESPONSIBILITY OF THE ARCHITECT:

A. The Architect shall be responsible for professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect under this contract. The Architect, shall without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

B. Neither the Board's review, or approval or acceptance of, nor payment for, any of the services rendered under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Architect shall be and remain liable to the Board in accordance with all applicable laws for all damages to the Board caused by the Architect's or their consultants' negligent performance of any of the services furnished under this contract.

C. The rights and remedies of the Board provided for under this contract are in addition to any rights and remedies provided by law.

D. If, in the preparation of the drawings and specifications the Architect inadvertently omits any portion of the work, he shall be responsible to the Board for a portion of the cost thereof. The Architect shall be responsible for any economic harm, above the agreed above amount, that the School Board may incur due to the error of the Architect.

14. FORM AND NUMBER OF DOCUMENTS:

A. Working drawings and specifications reproduced for bidding and construction purposes in such form and number as the owner may direct and the Architect shall be reimbursed the cost of such reproduction as hereinafter provided.

B. Four (4) copies each of the Phase I/schematic drawings; four (4) copies, complete, of the Phase II/preliminary documents plus four (4) copies of the E sheets; and 50% of the Phase III/final working drawings and specifications shall be furnished by the Architect at his expense. The above numbers of copies may be reduced by the owner, at his direction. More copies than those enumerated herein shall be furnished by the Architect upon the request of the owner. In such event, the owner shall reimburse the Architect for the actual cost of reproduction of the additional documents.

C. The Architect shall submit to the health and other regulatory agencies, additional sets of documents adequate for their review and approval in accordance with the legal requirements, at no expense to the owner.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

15. PERFORMANCE BY ARCHITECT:

A. This is a contract for the personal services of the Architect herein above named. If for any reason said Architect is unable to perform the services under this contract, the owner shall have the right to either name or approve the Architect selected to complete the performance of the Architect here under; and in no event shall the total compensation paid to the Architect or his successor, exceed the amount herein above provided.

B. Except as above, neither the owner nor the Architect shall assign, sub-let, or transfer his interest in this agreement without the written consent of the other.

16. CANCELLATION:

A. Time is of the essence with this contract. Upon failure of the Architect to perform services herein provided for in a satisfactory professional manner, and within the time limits herein provided, the owner may cancel 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 first given to the Architect and such failure is not corrected within ten (10) days thereafter.

B. If the contract is terminated by the owner for any reason other than failure of the Architect to comply with the contract stipulations, then payment shall be made to the Architect for all work performed to date of cancellation.

C. Either the owner or the Architect may terminate this contract, for any reason, whether with or without cause, by giving the other party thirty (30) days written notice of termination, after which time the contract shall automatically be terminated. Upon such notice of termination, the Architect shall perform no further services for the owner and the Architect shall be entitled to reasonable compensation, according to the schedule of compensation set forth in this agreement, for work completed and approved by the Board as of the date of receipt of notice of termination. Further, the Architect acknowledges that the owner has entered into this contract and agreed to pay the percentage set forth in the contract based on the understanding that the contract may be terminated, by either party, with or without cause, with thirty (30) days notice as aforesaid. It being further understood, and acknowledged by the Architect that

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

the owner would not have agreed to the percentage amount stated in this contract unless the Architect agreed to the means of termination set forth in this paragraph.

17. PROFESSIONAL LIABILITY INSURANCE:

During the period of this contract, the Architect will be required to carry professional liability insurance of at least One Million Dollars (\$1,000,000) per occurrence.

18. 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 and either these or reproducible black and white prints shall be turned over to and become the property of the owner. The owner may use reproductions thereof at will as it may desire in Santa Rosa County on other projects without further obligation to the Architect in the manner of additional fees or royalty. The Architect is to supply the Board with full Auto Cad plans and specifications for all projects in an acceptable media prior to receiving final payment.

19. RIGHT TO AUDIT:

A. Records of expenses pertaining to all services provided under this contract shall be kept in accordance with generally accepted accounting principles and procedures.

B. Architect's records pertaining to this contract shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the board, Auditor General of the State of Florida, or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted to the board. The records shall include any supporting evidence necessary to substantiate charges. If practical, Architect will be given 72 hours advance notice of audit.

C. Architect shall be required to retain all records pertaining to this contract for three (3) years after the date of termination of the contract.

D. The venue for settlement of contractual disputes shall be in Santa Rosa County Civil Courts. Binding arbitration will not be considered as a method of settlement.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

20. LEGAL AD:

The legal ad soliciting proposals that lead to this contract is attached and a part of this contract and describes the scope of the contract.

21. CHECK LIST:

The construction check list attached is a part of this contract. In the event of conflict between the check list and the body of the contract, the wording in the body of the contract shall prevail.

22. DIRECT PURCHASING:

The Architect is to cooperate and assist in the Board's direct purchasing program at no additional cost.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

LEGAL AD FOR DESIGN SERVICES

**INVITATION TO SUBMIT PROPOSALS FOR ARCHITECTURAL
PROFESSIONAL DESIGN SERVICES FOR
JAY ELEMENTARY SCHOOL SIX CLASSROOM ADDITION AND
DEMOLITION OF BUILDING FOUR**

YOU ARE HEREBY NOTIFIED that the School District of Santa Rosa County, Florida, herein referred to as the "Board," pursuant to Florida law, is soliciting letters of interest from qualified Florida registered architectural firms to provide design and construction supervision services for the following projects. The main office for all interested firms **MUST** be within a 25-mile radius of Milton, Florida.

A firm's capability to produce construction documents ready to bid within 120-days of notice-to-proceed will be a factor in the selection process. It is intended that no more than one of the listed project groups will be awarded to one firm in order to insure that the 120-day delivery time can be met on all projects. The Board reserves the right to select which group of projects will be awarded to an individual firm, assuming successful negotiations after the ranking.

All qualified architects interested in submitting a letter of interest may examine current contract documents available in the office of the Assistant Superintendent for Administration, 6544 Firehouse Road, Milton, Florida 32570, Phone (850) 983-5123. Do not survey school sites without the Assistant Superintendent for Administrative Services permission. To be considered, letters of interest accompanied with one (1) original and five (5) copies of your proposal must be received on or before **Monday, September 25th** by 10:00 a.m., local time at the above address, and be clearly labeled in the lower left-hand corner of the envelope, "*Letter of Interest - Architectural Services for Jay Elementary 6 Classroom Addition and Demolition of Building 4*". Competitive selection and negotiation will be made in accordance with the Florida law F.S. 287.055. All proposing firms are to make a 20-minute presentation on **Wednesday, September 27, 2017**, beginning at 9:00 a.m., and will proceed in the order that the proposals are received.

Professional liability insurance is required.

The School District of Santa Rosa County, Florida, reserves the right to accept or reject any or all proposals in completely or in part, to waive all informalities, and to cancel unfunded projects.

SCHOOL DISTRICT OF SANTA ROSA COUNTY, FLORIDA

BY: Tim Wyrosdick, Superintendent of Schools

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

School District of Santa Rosa County

Construction Check List

(Note: All items must be checked under each heading before that item proceeds to payment)

Project School/Name: _____

Legal Ad

- ☐ Floor plan signed (manually or digitally) by school principal and Assistant Superintendent for Administrative Services.
- ☐ Plans and Specifications delivered to the school (do not have to be sealed)
- ☐ Storm Water Permit or Exemption letter in hand.
- ☐ Sealed Plans and E-Sheets received by board.
- ☐ Comments and responses from 3-party reviewer (Santa Rosa County Building Inspection Department)
- ☐ Budget estimate received

Architect Payments

Contract Authorized Reimbursements – Paid at any point in the process. Reimbursements exceeding \$12,500 must be accompanied by proof of solicitation of three quotes or more.

Phase I – 15% of budgeted amount

- ☐ Presentation of Phase I schematic design small-scale floor plans w/site drawings. Must be approved, signed and dated by the Assistant Superintendent for Administrative Services or his designee

Phase II – to 45% of budgeted amount

- ☐ Phase II drawings are complete working drawings and specifications only requiring moderate changes and final seal of design professionals. Must be approved, signed and dated by the Assistant Superintendent for Administrative Services or his designee and accepted by the school board in open session.

Phase III - No payment made at this stage

- ☐ Phase III is when final sealed working drawings and specifications ready to bid, are delivered to the Assistant Superintendent for Administrative Services In addition to the printed documents, electronic files in AutoCAD format are delivered to the owner. Must be approved, signed and dated by the Assistant Superintendent for Administrative Services or his designee and accepted by the school board in open session.

Award of Bid – 75% of fee based upon actual bid award approved by the school board

- ☐ **If the accepted construction bid amount is less than the budgeted amount and the architect has been previously paid more than 85% of this estimated construction amount, the architect will reimburse the board, by check, the difference. If less than 85% no further payment will be made until the contractor's percentage of completion exceed the architect's fees in the same proportion.**
- ☐ **75% payment not to be made to architect until small-scale drawings and FISH forms are received in the office of the Assistant Superintendent for Administrative Services.**

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

Progress Payments

- ☐ Monthly payments will be made to the architect, upon request, in the same proportion as the contractor's payments.
- ☐ Contractor's payments are to be in triplicate for normal projects and in quadruple for COP projects.
- ☐ All contractor requests for payment must have the notarized signature of the contractor's representative certifying that the amount requested and shown on the schedule of values is correct and accurate. The architect will also certify the pay request.
- ☐ Initial payment to contractor will not be made until Insurance and bonds are in hand.
- ☐ Payments and final payments to the contractor and architect beyond 90% will not be made without school board approval. Final payment to contractor must be accompanied by release of liens from all suppliers and contractors and a release of surety, in addition to all punch list items being verified as completed by the architect.
- ☐ Progress payments to contractors must be accompanied by partial release of lien.
- ☐ Final payment to architect will not be made until all closeout documents and manuals are presented to the Assistant Superintendent for Administrative Services and full AutoCAD as-built electronic files. All direct purchase orders must be closed and the direct purchasing files reconciled by the accountant.

**AGREEMENT BETWEEN THE SANTA ROSA COUNTY SCHOOL
BOARD AND DAG ARCHITECTS**

IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of October,
2017.

Signed, sealed and delivered

in the presence of:

**SCHOOL BOARD OF SANTA ROSA
COUNTY, FLORIDA**

Scott Peden, Chairperson

Attest:

(SEAL)

Timothy S. Wyrosdick

Superintendent of Schools

Signed, sealed and delivered

in the presence of:

DAG ARCHITECTS, INC.

Approved by School Board October 17, 2017