



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Prime ABA Buyer, Inc. dba Zyscovich LLC for Architectural and Engineering Services (RFQ-2024-014-OA) for Building 56 & Building 57 Remodel into STEM & Nursing Expansion Project. Fiscal Impact: Estimated \$3,800,00.00**

**Presenter(s):** Deborah Czubkowski, VP Facilities Management

### **What is the purpose of this contract and why is it needed?**

The purpose and the need of this contract is for Architectural and Engineering Services for the North Campus Buildings 56 & 57 Remodel Into Stem and Nursing Expansion Project at Broward College as per the terms and conditions specified in the agreement. Broward College released the solicitation RFQ-2024-014-OA - Architectural and Engineering Services for North Campus Buildings 56 & 57 Remodel into STEM and Nursing Expansion to solicit replies for these services.

Prime ABA Buyer, Inc. dba Zyscovich LLC was determined to be the most qualified, responsible, and responsive respondent. The decision to recommend contract award with Prime ABA Buyer, Inc. dba Zyscovich LLC is based on several key factors such as:

- Comprehensive analysis of the existing site.
- Understanding complex programming requirements.
- Proven record of executing similar projects at other state and public institutions.

The remodel of existing buildings partnered with a new addition creates a distinct challenge. Zyscovich displayed the unique qualifications necessary to take on this challenging project. Their demonstration on approach and method to tackle this project conveyed experience and ingenuity.

**What procurement process or bid waiver was used and why?** The procurement process utilized was a formal competitive solicitation per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. The solicitation was a Request for Qualifications (RFQ) and was used for the procurement of these architectural and engineering services due to construction cost.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Yes.

**What fund, cost center and line item(s) were used?** FD715, FD720-D200-2324, CC0374 - PG000288.  
Renovation/Remodeling.

**Has Broward College used this vendor before for these products or services?** Yes, Broward College has worked with Zyscovich LLC in the past for Architectural & Engineering Services.

**Was the product or service acceptable in the past?** Yes, the Architectural and Engineering Services provided are acceptable.

**Was there a return on investment anticipated when entering this contract?** Building 56 & Building 57 Remodel into STEM and Nursing Expansion will enhance the learning environment, program offerings, and support the academic growth of North Campus.

**Was that return on investment not met, met, or exceeded and how?** Not applicable.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Broward College expects that the North Campus Building 56 & Building 57 Remodel into STEM and Nursing expansion will allow us to offer four more associate degree programs, one additional bachelor's degree program and seven more certificate programs, which are estimated to produce and additional 140 degrees awarded on an annual basis beginning the 2026-2027 academic year. The proposed renovations will allow the College to expand the number of students served and increase opportunities to accelerate students to complete a certificate or degree. Currently, the two buildings house 15 classrooms and 7 Science laboratories. The proposed renovation and additional square footage will create 10 Sciences laboratories, 4 Nursing laboratories, 4 Nursing classrooms and 4 Lecture classrooms to accommodate the growing population of STEM, Health Sciences, and Nursing Pathway students.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: Estimated \$3,800,000.00 - BU201 | CC0374 | FD715 & FD720-D200-2324 | PG000228

Project Number: 2000-C23-01.0


<b>05/14/24</b>	<b>CC0374 · Facilities Planning Operations</b>	<b>(\$3,800,000.00)</b>
	Estimated	




**Donald Astrab**










Donald Astrab, VP, Academic Operations, Analytics, & Comm

5/20/2024

APPROVAL PATH: 12145: Prime ABA Buyer, Inc. dba Zyscovich LLC - A&E Services for NC B56 & B57 Remodel (RFQ-2024-014-OA)


**Workflow**

 Synchronize Routing
  Edit View
  Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Ana K Ovalles	AVP, Facilities Management		✓ Completed	
2	Donald Astrab	Chief Operating Officer		✓ Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
4	Zaida Riollano	Procurement Approval 		✓ Completed	
5	Rabia Azhar	CFO Review		✓ Completed	
5	Christine Sims	Budget Departmental Review		✓ Completed	
5	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
6	<b>Board Clerk</b>	Agenda Preparation		✓ Completed	
7	District Board of Trustees	Board Meeting	06/25/24 01:00 PM	⌚ Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSign b		⌚ Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	

## **ARCHITECT/ENGINEER AGREEMENT**

THIS AGREEMENT by and between **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**, 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, (referred to as "OWNER"), and **PRIME ABA BUYER, INC. DBA ZYSCOVICH LLC**, 100 Biscayne Boulevard, 27<sup>th</sup> Floor, Miami, Florida 33132, (hereinafter referred to as "ARCHITECT/ENGINEER").

This AGREEMENT shall become effective on the date it is executed by the last party to execute it ("the Effective Date").

### **W I T N E S S E T H :**

WHEREAS, the OWNER intends to contract with the aforementioned Architectural firm to perform Architectural & Engineering Services for the North Campus Buildings 56 & 57 Remodel (RFQ-2024-014-OA). The firm shall be able to provide full architectural services to the College from operational offices located in Broward, Miami-Dade, or Palm Beach Counties, using in-house staff or a combination of in-house and sub-contracted support services as may be required.

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. The Project is defined in the scope of work identified in RFQ-2024-014-OA.
- 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;
  - 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.
- 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 or Contractor to construct the Project under the principles of Construction Management at Risk. The Construction Manager, as applicable, hereinafter referred to in this Agreement as 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 (hereinafter may also mean Contractor Manager, as applicable), during the development of documents through previous design phases. The GMP shall be the maximum amount that Construction Manager shall

receive for achieving Final Completion in strict accordance with the Contract Documents and performance of all Work and Services required by the Contract Documents, subject to additions and reductions by written Change Order.

- 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 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 Sub Consultants 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 when performing similar services under similar conditions ("Standard of Care"). The governing standards shall be those in effect at the time of the submittal of documents for permitting. Codes, laws and regulations are the current Florida Building Code and amendments, State Requirements for Educational Facilities (SREF) and/or those otherwise listed in this AGREEMENT. In addition, all services shall be performed in compliance with any and all codes, laws, ordinances and regulations which apply to or govern the Project, including the latest version of the Broward College Facilities Design and Construction Standards, 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 as consistent with the Standard of Care conform to the following standards:
  - 1.2.1 Based on the information given by the OWNER's designated representative the Architect shall prepare an 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 Be in compliance with Article 1.1 above.
- 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 at least AutoCAD 2020 version, drawing read/write

format or higher. Organization and file type naming of all contract documents and layering shall be as defined by the latest version of Broward College Facilities Design and Construction Standards.

- 1.4 ARCHITECT/ENGINEER's services shall be performed as expeditiously as is consistent with the Standard of Care. The ARCHITECT/ENGINEER shall submit for the OWNER's approval a schedule for the performance of the ARCHITECT's services, and shall include allowances or periods of time required for the OWNER's and Construction Manager's review and/or 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 Articles 1.1-1.4 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 Article s 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 services provided that do not meet the requirements this AGREEMENT.
- 1.8 The ARCHITECT/ENGINEER's services shall be performed in conjunction with those services and/or Work rendered by the Contractor, as described in the AGREEMENT between OWNER and Construction Manager.
- 1.9 The ARCHITECT/ENGINEER shall always design each Project in its totality and provide for the Project to be constructed in a phased manner based upon the Construction Budget.

## **ARTICLE 2**

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

#### **2.1 PROGRAMMING PHASE (also see Attachment 1)**

ARCHITECT/ENGINEER shall, at Owner's request, assist in any and all of the requirements of the Programming Phase.

#### **2.2 SCHEMATIC DESIGN PHASE (also see Attachment 2)**

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 The ARCHITECT/ENGINEER shall review with the OWNER and Construction Manager alternative approaches to design and construction of each Project.

2.2.5 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. Unless not required by the Project Manager or the Purchase Order, 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 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.

2.2.6 The ARCHITECT/ENGINEER shall submit to Owner one (1) 24" x 36" set, as part of its services and at no additional cost a CAD and PDF electronic copy for OWNER review and approval 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.

2.3 DESIGN DEVELOPMENT PHASE - 30% Construction Documents Completion (also see Attachment 2)

2.3.1 ARCHITECT/ENGINEER shall prepare from the approved Schematic Design Document the Design Development Documents in accordance with the requirements of the current Florida State Building Code 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.

2.3.2 At Design Phases 30%, 60% and 90% Construction Documents complete, 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.

2.3.3 The ARCHITECT/ENGINEER shall submit to the Owner, as part of its services and at no additional cost, one (1) 24" x 36" set, as part of its services and at no additional cost, a CAD and PDF electronic format 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.

2.3.4 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, at the Owner's request, present them to the Board of Trustees at one of its regular meetings.

## 2.4 CONSTRUCTION DOCUMENTS PHASE - 60% and 90% Construction Documents Completion (see also Attachment 2)

2.4.1 ARCHITECT/ENGINEER shall prepare Construction Documents from the approved Design Development Documents (Phase II), as described in Article 2.2 and all its articles 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, as consistent with the requirements of the Standard of Care:

2.4.1.1 Are complete, accurate, and adequate for bidding, negotiating and constructing the Project;

2.4.1.2 Take into account constructability, materials, and equipment necessary to complete the Project;

2.4.1.3 Meet the OWNER's documented aesthetic, programmatic, financial, functional and operational objectives;

2.4.1.4 Comply with requirements of the current Florida State Building Code and amendments, applicable laws, statutes, rules and regulations of the State of Florida and any other applicable Federal authority or agency, in effect at the time the Construction Documents are submitted to the OWNER.

2.4.1.5 Architect is responsible for permitting compliance and addressing any requirements made by the Building Code Official and the Florida Department of Education.

2.4.2 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 Owner's approval and acceptance.



- 2.4.3 The ARCHITECT/ENGINEER shall submit one (1) 24" x 36" set, as part of its services and at no additional cost, a CAD and PDF electronic format 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.
- 2.4.4 At 100% completion, the ARCHITECT/ENGINEER shall obtain and prepare for submittal all documents, specifications, and forms for Phase III for review and submit for approval to the Florida Department of Education and OWNER's designated Building Code Official. ARCHITECT/ENGINEER shall respond to any and all comments made by the Florida Department of Education and OWNER's Building Code Official in writing until final approval is attained.
- 2.4.5 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.
- 2.4.5.1 If the Project is being constructed as a threshold building, as defined in Chapter 553.71(7), Florida Statutes then 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 for compliance with the AGREEMENT requirements.
- 2.4.6 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.
- 2.4.7 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 to the Standard of Care for their accuracy, adequacy, and completeness or of any requirement to comply with any aspect of this AGREEMENT.

## 2.5 BIDDING PHASE

The ARCHITECT/ENGINEER, following approval by the OWNER of the Construction Documents and the final estimate of probable Project construction cost, shall, at the Owner's sole discretion, assist the OWNER and the Construction Manager 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.

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

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

2.5.1.2 Unless not required by the Project Manager or Purchase Order, the 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.

## 2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 To the extent provided by the contract for the Project between the OWNER and the Contractor, the ARCHITECT/ENGINEER shall make recommendations, consistent with the Standard of Care, on claims of the OWNER and Construction Manager 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.

2.6.2 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.

2.6.3 The ARCHITECT/ENGINEER shall prepare construction change directives and change orders, in accordance with 2.6.16, and assemble warranties required of the Contractor.

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

2.6.5 The ARCHITECT/ENGINEER shall visit the site at intervals appropriate to the stage of construction, but not less than every two weeks.

2.6.6 The ARCHITECT/ENGINEER shall visit the site to:

2.6.6.1 Familiarize itself with the progress and quality of the Work;

2.6.6.2 Observe Work to determine its compliance with the Contract Documents and Project Schedule;

2.6.6.3 Prepare for and discuss the Work and Construction Documents with the OWNER and its representatives;

2.6.7 The ARCHITECT/ENGINEER will not be required, nor responsible for the following:

2.6.7.1 To make exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

2.6.7.2 Techniques, means, methods or sequences of construction or the safety precautions incident thereto;

Notwithstanding the provisions of Paragraph 2.6.6 above and Paragraphs 2.6.8 below inclusive, ARCHITECT/ENGINEER shall not be relieved from its responsibility for the Construction Manager's failure to perform the construction Work in accordance with the Contract Documents if such failure was substantial and wasn't brought to OWNER's attention on a timely basis by the ARCHITECT/ENGINEER based upon the standard of care governing the performance of services rendered pursuant to this AGREEMENT.

- 2.6.8 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 the Owner in writing of the progress, quality and/or deficiencies of the work and the ARCHITECT/ENGINEER will make its reviews and observations at critical times or during specific phases of the work and will endeavor to guard the Owner against defects & deficiencies in the work of the Contractor. This obligation is not reduced or limited by the fact that others are conducting inspections for or on behalf of the OWNER.
- 2.6.9 Based on such observations as described in ARTICLE 2.6.6, and the Construction Manager's Applications for Payment, the ARCHITECT/ENGINEER shall determine the amount owing to the Construction Manager and shall certify Construction Manager's Payment Applications in such amounts. This Certification shall constitute a representation to the OWNER, based on such observations that the work actually performed has progressed to the point indicated in the Application for Payment. 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. Certification is not a representation that the ARCHITECT/ENGINEER has investigated how or for what purposes the Construction Manager of Contractor has applied previously received payments.
- 2.6.10 The ARCHITECT/ENGINEER shall conduct inspections to determine the dates of Substantial and Final Completion, shall prepare a punch list for all work to be completed or corrected by the Contractor. Upon completion of all items and upon compliance with applicable provisions of this Agreement, the ARCHITECT/ENGINEER shall issue a Final Certification for Payment.
- 2.6.11 The ARCHITECT/ENGINEER shall furnish the Construction Manager a set of Contract Drawings for Contractor's preparation of final record documents in a labeled USB, and PDF format.
- 2.6.11.1 The Construction Manager is responsible for preparing and furnishing the OWNER a set of reproducible record documents showing any changes made during the construction of the Project, based on marked-up prints, drawings, and other data, this information shall also be scanned and presented in a labeled USB, and PDF format.
- 2.6.11.2 The ARCHITECT/ENGINEER shall review and approve Construction Manager 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.

- 2.6.12 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.
- 2.6.13 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.
- 2.6.14 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.
- 2.6.15 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. 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.
- 2.6.16 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 this AGREEMENT, as follows:

- 3.1 FOR THE ARCHITECT/ENGINEER'S BASIC SERVICES, as described in ARTICLE 2 above, the Not-To-Exceed (NTE) total sum will be identified in a Purchase Order authorizing the Project, utilizing the NTE rates identified in ARTICLE 3.3, 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 prescribed in the Purchase Order amendment.
- 3.3 FOR THE ARCHITECT/ENGINEER'S ADDITIONAL SERVICES, as described in ARTICLE 5 hereinafter, if paid on an hourly basis, the following rates apply:

Architectural Design:

• Principal / Director	\$ 235.00
• Senior Project Manager	\$ 205.00
• Project Manager	\$ 160.00
• Assistant Project Manager	\$ 145.00
• Senior Project Architect / Designer	\$ 155.00
• Project Architect / Designer	\$ 135.00
• Junior Architect / Designer	\$ 125.00
• Job Captain	\$ 145.00
• Interior Designer	\$ 155.00
• Junior Interior Designer	\$ 125.00
• Construction Administrator	\$ 135.00
• Cost Estimator	\$ 155.00
• Specification Writer	\$ 145.00
• CADD / Bim / Draftsperson	\$ 105.00
• Lab / Medical Planner	\$ 200.00
• Administrative / Clerical	\$ 70.00

Structural Engineering:

• Principal / Director	\$ 235.00
• Senior Project Manager	\$ 205.00
• Senior Project Engineer	\$ 190.00
• Project Engineer	\$ 175.00
• Designer	\$ 150.00
• Construction Administrator	\$ 190.00
• Construction Inspector	\$ 140.00
• Threshold Representative	\$ 90.00
• CADD / Bim / Draftsperson	\$ 105.00
• Administrative / Clerical	\$ 70.00

Mechanical, Electrical, Plumbing and Fire Protection Engineering:

• Principal / Director	\$ 235.00
• Senior Project Manager	\$ 205.00
• Senior Project Engineer	\$ 190.00
• Project Engineer	\$ 175.00
• Designer	\$ 150.00
• Construction Administrator	\$ 190.00
• Construction Inspector	\$ 140.00
• CADD / Bim / Draftsperson	\$ 105.00
• Administrative / Clerical	\$ 70.00

Civil Engineering & Landscape Design:

• Principal / Director	\$ 235.00
• Senior Project Manager	\$ 205.00
• Senior Project Engineer	\$ 190.00
• Project Engineer	\$ 175.00
• Designer	\$ 150.00
• Landscape Architect	\$ 190.00
• Landscape Designer	\$ 150.00

• Construction Administrator	\$ 190.00
• Construction Inspector	\$ 140.00
• CADD / Bim / Draftsperson	\$ 105.00
• Administrative / Clerical	\$ 70.00

## **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 under this AGREEMENT. The ARCHITECT/ENGINEER shall indemnify and hold OWNER harmless from any claim or cause of action caused by the negligent acts, errors, or omissions of the Sub Consultant.
- 4.2 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.
- 4.3 The ARCHITECT/ENGINEER shall not contract with any Sub-Consultants nor 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 a Change Order and ultimately authorized by Purchase Order. Additional services are 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 services 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 The Architect/Engineer shall perform visits to the construction site minimum every two weeks with up to three additional site visits at no additional cost to the owner. Any additional site visits will be paid at the hourly rates as described in Article 3.3 provided that these visits are not due to the Architect/Engineer's fault to give ample information and direction that suffice the construction process. If the Owner requests the Architect/Engineer to provide one or more Project Representatives, in addition to the Architect/Engineer assigned Project Representative, the Owner will pay this extra cost at the hourly rate as described in Article 3.3.
- 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 if requested by Owner.
- 5.1.12 Providing acoustical consultant if requested by Owner.
- 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 for work observed by ARCHITECT/ENGINEER. ARCHITECT/ENGINEER will immediately bring any deficiencies to OWNER's attention 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 each Project.
- 6.2 The OWNER'S representative authorized to act in its behalf with respect to the Project is the OWNER'S Associate Vice President of Design and Construction or his/hers authorized designee, which is usually the Broward College Facilities Senior Project Manager. 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 recent 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 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.
- 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 as available.
- 6.6 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. All reimbursable expenses require 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. Travel expenses must be in accordance with Florida Statutes Section 112.061. Receipts and supporting documentation for all reimbursable travel expenses must be included in invoices.
- 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.
  - 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 equipment using the "Direct Purchase Program." When materials or equipment are furnished by the OWNER the cost shall be included in the Project construction costs 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.

## **ARTICLE 9**

### **STATEMENTS OF PROJECT COSTS**

- 9.1 OWNER'S CONSTRUCTION BUDGET:
- 9.1.1 ARCHITECT/ENGINEER will be responsible to submit to the Owner an initial Construction Budget estimate for each individual Project based on Owner's Project description.
- 9.2 ARCHITECT/ENGINEER'S ESTIMATES:
- 9.2.1 Since the ARCHITECT/ENGINEER does not have control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of the ARCHITECT/ENGINEER experience and qualifications, but the ARCHITECT/ENGINEER does not guarantee the accuracy of its estimates of probable cost as compared to the Construction Manager's bids. However, the ARCHITECT/ENGINEER shall conform to the following provisions in its attempt to keep the Project cost within the OWNER's Construction Budget.
    - 9.2.1.1 By fifty (50%) percent completion of the Construction Documents Phase, the ARCHITECT/ENGINEER shall resolve with the OWNER and the Construction Manager any apparent discrepancy between its Estimates of Probable Project Construction Cost and the scope and requirements of the OWNER. The ARCHITECT/ENGINEER will be permitted to include acceptable alternates in the Contract Documents for the purpose of providing a finished and acceptable facility within the OWNER's Construction Budget.

9.2.1.2 Inability of the OWNER to negotiate an acceptable guaranteed maximum price (GMP) with the Construction Manager, or award an acceptable construction contract because the lowest acceptable bid is greater than the OWNER's Construction Budget, the ARCHITECT/ENGINEER will revise the Project as described in 9.2.2 below.

9.2.2 If the ARCHITECT/ENGINEER advises the OWNER in writing before Construction Documents are fifty (50%) percent complete that, in its opinion, the scope of the work which the OWNER has established, and insists upon, will cause the Construction Cost to exceed the OWNER's Construction Budget, and if resolution thereafter of this discrepancy fails; or if the OWNER increases the Probable Project Construction Cost during the Construction Document Phase by adding to the scope and/or requirements, and the ARCHITECT/ENGINEER so notifies the OWNER in writing of the probable increase in cost, and the OWNER orders the ARCHITECT/ENGINEER to proceed notwithstanding; or if the detailed estimates of construction cost provided by the Owner's Construction Manager and relied upon by the Architect/Engineer during the phases of the Project were inaccurate, incomplete or deficient, then the ARCHITECT/ENGINEER shall not be responsible for the OWNER not being able to award a Construction Contract within the OWNER's Construction Budget. Under such conditions, the extra work of the ARCHITECT/ENGINEER, as required to include in the solicitation documents alternates as requested by the OWNER or to redesign and redraft the Contract Documents, shall be considered an "additional service" and payment for such extra Work shall be as provided for under ARTICLE 5 hereinabove.

9.3 If an award of the construction contract is delayed more than four (4) months following the completion and approval of the Construction Documents, the ARCHITECT/ENGINEER will be permitted to revise its estimates in accordance with recognized published changes in construction costs, or if significant changes in the local market occur due to natural disasters.

## **ARTICLE 10**

### **PERIOD OF SERVICE**

10.1 It is anticipated that some projects may be designed at one time for multiple construction phases. The services called for in the Schematic Design Phase of the AGREEMENT shall be completed and copies as required under ARTICLE 2 herein submitted to the OWNER within ninety (90) calendar days following completion of the programming for the phase of the project.

10.2 Upon written authorization from the OWNER, the ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Design Development Phase of this AGREEMENT, and shall submit copies of the Design Development Documents and Revised Estimates of Probable Project Construction Cost, as required under ARTICLE 2 herein, within ninety (90) calendar days following authorization for the ARCHITECT/ENGINEER to proceed with the Design Development Phase services.

10.3 After acceptance by the OWNER of the Design Development Documents and Revised Estimate of Probable Project Construction Cost, indicating any specific modifications or changes in scope desired by the OWNER and upon written authorization from the OWNER, the ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Construction Documents Phase of this AGREEMENT. The ARCHITECT/ENGINEER shall submit copies as required under ARTICLE 2 herein of the thirty (30%) percent Contract Documents and further Revised Estimates of Probable Project Construction Cost within sixty (60) calendar days

following authorization for the ARCHITECT/ENGINEER to proceed with the Construction Documents Phase. The ARCHITECT/ENGINEER shall submit copies as required under ARTICLE 2 herein of one hundred (100%) percent Contract Documents and further Revised Estimates of Probable Project Construction Cost within a time agreed by the ARCHITECT/ENGINEER and College Project Manager to proceed with each of the Construction Phases.

10.4 Unless sooner terminated as provided in ARTICLE 13 herein, this AGREEMENT shall remain in force in accordance with one or the other of the following provisions:

10.4.1 For a period which may reasonably be required for the design, reviews, award of contracts and completed construction of the Project, including extra work phasing of the construction and any required extension thereto, and completion of the warranty inspection.

10.4.2 For a period of twelve (12) months after the completion of the services called for in that phase of the Work last authorized, if construction is not commenced during that twelve (12) month period.

10.5 ARCHITECT/ENGINEER acknowledges that its failure to timely perform services pursuant to this AGREEMENT may cause OWNER to sustain loss and damages that if to the extent proven to be caused by the failure to adhere to the Standard of Care of the ARCHITECT/ENGINEER shall be recoverable by the Owner from the ARCHITECT/ENGINEER.

10.6 Extensions of time for completion of various phases contemplated by this AGREEMENT may be granted by the OWNER in the event of a delay on the part of the OWNER in fulfilling its obligations pursuant to this AGREEMENT. Extensions of time shall serve as the ARCHITECT/ENGINEER's sole and exclusive remedy. Granting of an extension of time shall not be a basis or a cause for any claims or causes of action by the ARCHITECT/ENGINEER for additional or extra compensation. Under no circumstances except insofar as provided pursuant to Paragraph 5.1.6, shall the ARCHITECT/ENGINEER be entitled to additional compensation or payment as a result of or relating to delays that occur with respect to the Project.

## **ARTICLE 11**

### **PAYMENTS TO THE ARCHITECT/ENGINEER**

11.1 Payments on account of the ARCHITECT/ENGINEER's services shall be based on receipt of a Proper invoice. A "Proper" invoice is defined as an invoice that conforms to applicable Florida statutory requirements and all OWNER requirements as specified in this AGREEMENT for invoice submission. The time at which payment shall be due from the College shall be thirty (30) days from receipt of a Proper invoice and acceptance of deliverables and/or services, based on compliance with applicable Florida statutory requirements and upon satisfaction of the OWNERS conditions that are detailed herein. A copy of all invoices (including the detailed backup/justification) shall be sent to the attention of the Facilities Management Design and Construction department with a copy to the Senior Project Manager. Invoices may be submitted via email. Payments shall be as follows:

11.1.1 For Basic Services, payments shall be made on a monthly basis not to exceed the fee amount listed in the purchase order for each specific phase identified below and will be calculated by using the labor category rates identified in Article 3.3 multiplied by the actual hours expended. (All \$ for each specific phase identified below are TBD by Project).

## Basic Services:

Programming Phase  
Schematic Design Phase  
Design Development Phase  
Construction Documentation (30%)  
Construction Documentation (60%)  
Construction Documentation (90%)  
Construction Documentation (100%)  
Permit Set  
Bidding GMP Negotiation Phase\*  
Construction Administration  
Closeout

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**Total Fee**

**\$TBD by Project**

11.1.2 In the event Design Development Phase II approvals are made by the OWNER containing Mandatory's, Provisos, or similar conditions, five (5%) percent of the ARCHITECT/ENGINEER's document approval payment may be withheld by the OWNER until such Mandatory's, Provisos, or similar conditional remarks have been satisfactorily resolved with the OWNER by the ARCHITECT/ENGINEER and the OWNER receives an invoice for the withholds.

11.1.3 Payments for Additional Services of the ARCHITECT/ENGINEER, as defined in ARTICLE 5 herein, and for Reimbursable Expenses as defined in ARTICLE 7 hereinabove will be made monthly upon presentation of a detailed invoice with supporting documentation.

11.1.4 If any Work designed or specified by the ARCHITECT/ENGINEER during any phase of service is abandoned or suspended in whole or in part, the ARCHITECT/ENGINEER is to be paid for the service performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension. If deemed appropriate by the OWNER and in the event work is resumed, the OWNER may amend the Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

## **ARTICLE 12**

### **ARCHITECT/ENGINEER'S ACCOUNTING RECORDS AND RIGHT TO AUDIT**

12.1 ARCHITECT/ENGINEER's records which shall include but not be limited to accounting records, written policies and procedures, Sub-Consultants files (includes proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this AGREEMENT (all the foregoing hereinafter collectively referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by OWNER's agent or its authorized representative to extent necessary to evaluate and verify any invoices, payments or claims submitted by ARCHITECT/ENGINEER or any of its payees relative to the Project. Records subject to examination shall also include, but not be limited

to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocation), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this AGREEMENT. ARCHITECT/ENGINEER is responsible for and will work with OWNER, at the OWNER'S discretion, to respond to a properly submitted request for information that are subject to an applicable Freedom of Information Act and/or Florida Statute Section 119 (Sunshine Law). Should the ARCHITECT/ENGINEER assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the ARCHITECT/ENGINEER and ARCHITECT/ENGINEER shall bear all costs and fees related to the same.

- 12.2 For the purpose of such audits, inspections, examinations and evaluations, the OWNER's agent or authorized representative shall have access to said records from the effective date of this AGREEMENT, for the duration of the work, and until three (3) years after the date of final payment by OWNER to ARCHITECT/ENGINEER pursuant to this AGREEMENT.
- 12.3 OWNER's agent or its authorized representative shall have access to all necessary records, and shall be provided with adequate and appropriate workspace at the ARCHITECT/ENGINEER's facility, in order to conduct audits in compliance with this Article. OWNER's agent or its authorized representative shall provide auditees reasonable advance notice of its intent to perform an audit.
- 12.4 ARCHITECT/ENGINEER shall require all Sub-Consultants to comply with the provisions in this Article by insertion of the requirements hereof in any written contract agreement relative to this Project. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the ARCHITECT/ENGINEER pursuant to this AGREEMENT.
- 12.5 If an audit inspection or examination conducted in accordance with this Article, discloses overcharges (of any nature) by the ARCHITECT/ENGINEER to the OWNER the ARCHITECT/ENGINEER shall return the overpaid monies, including any prevailing interest that may have been accrued, within ten (10) days of notification. If the overpayments are in excess of Five Percent (5%) of the total Project billings to the date of the audit, the actual cost of the OWNER's audit shall be paid by the ARCHITECT/ENGINEER.

## **ARTICLE 13**

### **TERMINATION OF AGREEMENT**

- 13.1 The OWNER has the right to terminate this AGREEMENT for its own convenience on seven (7) days written notice. Upon termination of this AGREEMENT, the ARCHITECT/ENGINEER shall be paid in accordance with Article 13.5 below. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to the Work authorized under this AGREEMENT, whether finished or not, must be furnished to the OWNER.
- 13.2 ARCHITECT/ENGINEER may terminate this AGREEMENT only for a material breach of the AGREEMENT and provided that the ARCHITECT/ENGINEER has provided the OWNER with written notice of the material breach and thirty (30) days to cure that breach. Except in the event of a dispute concerning the payment of fees or reimbursable expenses to ARCHITECT/ENGINEER or except in the event of a request that ARCHITECT/ENGINEER perform work or provide services which the ARCHITECT/ENGINEER contends to be contrary to applicable codes, or contrary to acceptable design practices, statutes or other legal requirements, the ARCHITECT/ENGINEER

shall be obligated to continue performance in accordance with the terms of this AGREEMENT, unless instructed by the OWNER to suspend or delay performance.

- 13.3 OWNER may terminate this AGREEMENT for cause, which shall include, but not be limited to, failure of ARCHITECT/ENGINEER to comply with any of its material obligations under this AGREEMENT. In such event, ARCHITECT/ENGINEER shall not be entitled to any additional payments and may be liable to OWNER for any damages or losses incurred or suffered as a result of ARCHITECT/ENGINEER's failure to properly perform pursuant to the terms of this AGREEMENT. In the event it is later determined that the OWNER was not justified in terminating this AGREEMENT for cause, then it shall be deemed as a termination for convenience pursuant to Article 13.1 above, and the ARCHITECT/ENGINEER's sole and exclusive remedy shall consist only of the compensation referenced in that paragraph.
- 13.4 In the event this AGREEMENT is terminated for cause, ARCHITECT/ENGINEER shall be liable to OWNER for any damage or loss resulting from such failure or violation by ARCHITECT/ENGINEER, including, but not limited to reasonable costs in excess to those agreed to herein for arranging for and acquiring professional services to achieve completion of the Project and any delay damages paid by or incurred by OWNER, that are determined to be caused by the ARCHITECT/ENGINEER. The rights and remedies of OWNER provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this AGREEMENT.
- 13.5 Termination Expenses are in addition to compensation for Basic and Supplemental Services, and include full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by OWNER and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services actually earned to the time of termination as set forth below:
- A. Twenty percent (20%) of the total compensation for Basic and Supplemental Services earned at the date of termination, if termination occurs before or during the schematic design phase; or
  - B. Ten percent (10%) of the total compensation for Basic and Supplemental Services earned at the date of termination, if termination occurs during the design development phase; or
  - C. Five percent (5%) of the total compensation for Basic and Supplemental Services earned at the date of termination, if termination occurs during any subsequent phase.

## **ARTICLE 14**

### **RE-USE OF DOCUMENTS**

- 14.1 DOCUMENTS prepared pursuant to this AGREEMENT will not be used on or for construction of other projects for the ARCHITECT/ENGINEER except by written agreement of the parties. The documents become the property of the OWNER upon conclusion of this project and may be used by the OWNER without any consent from the ARCHITECT/ENGINEER. However, ARCHITECT/ENGINEER will not assume or incur any liability for the reuse or modifications of any of the documents by OWNER or anyone acting on OWNER'S behalf.

## **ARTICLE 15**

### **SUCCESSORS AND ASSIGNS**

- 15.1 OWNER and ARCHITECT/ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this AGREEMENT. Neither the OWNER nor the ARCHITECT/ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other.

## **ARTICLE 16**

### **CLAIMS AND DISPUTES**

- 16.1 UNDER THE TERMS OF THIS AGREEMENT, the ARCHITECT/ENGINEER shall not have any right to compensation other than that provided by this AGREEMENT. To satisfy any claim of any kind whatsoever the ARCHITECT/ENGINEER must deliver its claim to the OWNER within ninety (90) calendar days from the date of which the act or event constituting the basis of such claim occurs. Failure to present any claim arising under this AGREEMENT within the ninety (90) calendar day time period specified above shall constitute waiver and abandonment of claimant's right to said claims.

- 16.1.1 All such claims shall be set forth in a petition addressed to the OWNER stating the following:

- (A) The ARCHITECT/ENGINEER's name and business address;
- (B) A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;
- (C) A concise statement of the provisions of this AGREEMENT, together with any Federal, State and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the questions presented by the claim;
- (D) A demand for the specific relief which the ARCHITECT/ENGINEER deems itself entitled.

- 16.1.2 Within a reasonable period of time from the receipt of any petition setting forth the claim, the OWNER shall provide the ARCHITECT/ENGINEER its written response stating OWNER'S position with respect to each claim asserted.

- 16.2 The ARCHITECT/ENGINEER shall interpret and decide matters concerning performance of the OWNER and Construction Manager under the requirements of the Contract Documents on written request of either the OWNER or Construction Manager. The ARCHITECT/ENGINEER's preliminary response to such request shall be made within ten (10) business days of receipt of such a request.

- 16.3 Interpretations and decisions of the ARCHITECT/ENGINEER shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the ARCHITECT/ENGINEER shall endeavor to secure faithful performance by both OWNER and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

- 16.4 The ARCHITECT/ENGINEER's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents, and if concurred with by the OWNER.
- 16.5 The ARCHITECT/ENGINEER shall render a preliminary written recommendation within ten (10) business days of receipt of all claims, disputes, or other matters in question between the OWNER and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents. The ARCHITECT/ENGINEER shall render a final written decision within thirty 30 calendar days.
- 16.6 The ARCHITECT/ENGINEER's decisions on claims, disputes or other matters between the OWNER and Construction Manager, except for those relating to aesthetic effect as provided in Subparagraph 16.4, shall be subject to resolution as provided in this AGREEMENT.

## **ARTICLE 17**

### **EXTENT OF AGREEMENT**

- 17.1 This AGREEMENT represents the entire and integrated agreement between the OWNER and the ARCHITECT/ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written resolution of the OWNER and thereafter a written instrument signed by both OWNER and ARCHITECT/ENGINEER.
- 17.2 This AGREEMENT is for the benefit of the parties to the AGREEMENT and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

## **ARTICLE 18**

### **LITIGATION AND MEDIATION**

- 18.1 In the event either party institutes litigation regarding or relating to this AGREEMENT or for breach of any of its terms, then the prevailing party shall be entitled to recover its costs and reasonable attorney's fees for the litigation and all appeals. Litigation shall have venue in Broward County, Florida.
- 18.2 Mediation shall serve as a condition precedent to litigation initiated by either party.
- 18.3 The parties shall endeavor to resolve all claims herein by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. In the event a mediator cannot be selected by consent, the parties shall request that the American Arbitration Association to appoint a Board Certified Florida Mediator experienced with design and construction disputes. Requests for mediation shall be in writing and filed with the other party to this AGREEMENT. Mediation shall proceed in advance of litigation.
- 18.4 The parties agree to equally split all mediation fees. Mediation shall be conducted in Broward County, unless another location is mutually agreed upon. All agreements reached in mediation shall be enforceable as a settlement agreement as contemplated by the Florida Rules of Civil Procedure.



## **ARTICLE 19**

### **TIME OF THIS AGREEMENT**

- 19.1 Time is of the essence relating to the performance of this AGREEMENT to the extent consistent with the exercise of sound professional practices. ARCHITECT/ENGINEER shall not be deemed in default of this AGREEMENT to the extent the delay in performance results from any cause beyond its reasonable control and reasonable mitigation efforts.

## **ARTICLE 20**

### **APPLICABLE LAW**

- 20.1 This AGREEMENT shall be governed by the laws of the State of Florida.
- 20.2 It is agreed between the OWNER and the ARCHITECT/ENGINEER that by reference there is incorporated herein all applicable Federal law (specifically, the Americans With Disabilities Act), Florida Law, and State Board of Education Regulations governing the construction of College Facilities, and the ARCHITECT/ENGINEER in rendering services agrees to diligently apply its professional judgement in accordance with the Standard of Care to comply with all applicable laws and regulations; and, in the event there is found to be a conflict between the printed conditions of this AGREEMENT and applicable Florida Law and State Board of Education Regulations, the latter shall govern.
- 20.3 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.
- 20.4 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, and the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

## **ARTICLE 21**

### **PROGRESS REPORTS**

- 21.1 The ARCHITECT/ENGINEER shall submit Monthly Progress Reports in a format approved by the OWNER within thirty (30) calendar days of the execution of this AGREEMENT. Progress Reports shall describe the progress of the Project.

## **ARTICLE 22**

### **CERTIFICATES**

- 22.1 Upon completion of the Project, the ARCHITECT/ENGINEER shall certify that to the best of its knowledge and his professional opinion, the Project has been constructed in accordance with the approved Construction Documents, including Addenda and Change Orders. The ARCHITECT/ENGINEER shall furnish a certification that the Project has been constructed free

of asbestos-containing materials, and shall furnish other certificates as may be required by State laws and regulations.

## **ARTICLE 23**

### **WARRANTY INSPECTION**

- 23.1 The ARCHITECT/ENGINEER and the OWNER's representative shall visit the Project prior to the expiration of the Construction Manager's one (1) year warranty period; the ARCHITECT/ENGINEER shall note any breaches or violations of the guarantees provided by the Construction Manager, and the ARCHITECT/ENGINEER shall report the same if any are observed or discovered, in writing to the OWNER not less than one hundred twenty (120) calendar days prior to the expiration of the Contractor's warranty period.

## **ARTICLE 24**

### **INDEMNIFICATION OF OWNER**

- 24.1 To the fullest extent permitted by law, ARCHITECT/ENGINEER shall indemnify and hold harmless the OWNER, its employees and agents as identified by OWNER (hereinafter collectively "Related Parties") from and against any and all liability, claims and causes of actions by whomsoever brought or alleged, and regardless of the legal theories upon which the liability, claims or cause of actions are based, losses, costs, expenses and reasonable fees of attorneys, expert witnesses, and other consultants, which are or may be imposed upon, incurred by or asserted against OWNER and/or its related parties, arising out of, or resulting from the ARCHITECT/ENGINEER's negligent performance of services, or negligent acts, errors or omissions. The foregoing indemnity from the ARCHITECT/ENGINEER shall include, but not be limited to, claims or causes of action alleging or involving joint negligence, whereby each party is responsible for its respective share of damages.
- 24.2 This indemnification shall survive both the termination of this AGREEMENT and/or completion of the Project.
- 24.3 The execution of this AGREEMENT by the ARCHITECT/ENGINEER shall obligate the ARCHITECT/ENGINEER to comply with the foregoing indemnification provision; however, the collateral obligation of insuring this indemnity must be complied with by the ARCHITECT/ENGINEER.

## **ARTICLE 25**

### **INDIVIDUAL ARCHITECT/ENGINEER LIABILITY**

- 25.1 Pursuant to Florida Statute Section 558.0035, a design professional employed by the ARCHITECT/ENGINEER or an agent of the ARCHITECT/ENGINEER is not individually liable for damages resulting from negligence occurring within the course and scope of this AGREEMENT if the requirements set forth in subparagraphs (a)-(e) of said statute are met.**

## **ARTICLE 26**

### **INSURANCE**

26.1 The ARCHITECT/ENGINEER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation, Comprehensive General Liability Insurance, and Professional Liability Insurance, as more particularly described below. The general liability policy shall specifically reference the OWNER as additional insured. The insurance referenced herein shall be obtained in order to pay damages for claims arising out of or relating to the services performed by the ARCHITECT/ENGINEER or any person employed or acting on the ARCHITECT/ENGINEER's behalf (including but not limited to sub-consultants) in connection with this AGREEMENT. The OWNER acknowledges that the policies of insurance currently maintained by the ARCHITECT/ENGINEER comply with the requirements of this paragraph and Article 24, with respect to insuring the indemnity obligation.

26.2 PROFESSIONAL LIABILITY INSURANCE: The ARCHITECT/ENGINEER shall provide Professional Liability Insurance. Professional Liability Insurance Policy shall be no less than TWO MILLION DOLLARS (\$2,000,000.00). ARCHITECT/ENGINEER agrees to keep insurance policy in place for three (3) years after completion of the project provided that is reasonably available. All premiums, costs and expenses for the requirement of professional liability insurance coverage shall be paid for by the ARCHITECT/ENGINEER.

26.3 COMPREHENSIVE GENERAL LIABILITY INSURANCE: The limits of liability provided by such policy shall be no less than TWO MILLION DOLLARS (\$2,000,000.00). Such insurance coverage shall include, but not be limited to, the following:

BODILY INJURY LIABILITY INSURANCE shall protect the OWNER, ARCHITECT/ENGINEER, its agents and employees from claims for damages for bodily injury, including accidental or wrongful death, as well as, property damage which arise from performance of services under this AGREEMENT. The limits of liability provided by such policy or policies shall be no less than TWO MILLION DOLLARS (\$2,000,000.00) for injuries, including wrongful death, to any one person, and subject to the same limit for each person an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) for any one occurrence.

PROPERTY DAMAGE INSURANCE shall carry liability limits of at least ONE MILLION DOLLARS (\$1,000,000.00) for damages for any one occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for damages for all occurrences.

AUTOMOBILE INSURANCE shall carry liability limits of at least ONE MILLION DOLLARS (\$1,000,000.00) for damages for any one occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for damages for all occurrences.

ARCHITECT/ENGINEER shall maintain worker's compensation insurance in compliance with Florida Statutes Chapter 440.

26.4 Such insurance policy or policies shall be issued by United States Treasury or approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. The insurance company must be rated at least A-VII by AM Best. The ARCHITECT/ENGINEER shall specifically protect the OWNER by naming the OWNER as a named insured under the Comprehensive General Liability Insurance policy hereinafter described. The Professional Liability policy shall reference this Project by endorsement, which is satisfied by the project name being listed on the insurance certificate.

- 26.5 Unless otherwise stated above, all policies and coverages required hereinabove shall remain in effect until all services covered under this AGREEMENT have been performed by the ARCHITECT/ENGINEER and accepted by the OWNER.
- 26.6 The ARCHITECT/ENGINEER shall provide the OWNER a Certificate of Insurance listing all coverages required hereinabove prior to the execution of this AGREEMENT. All policies and certificates shall state that the OWNER shall be provided with thirty (30) calendar days written notice prior to any material changes, expiration or cancellation of the policy of insurance furnished pursuant to this AGREEMENT.

## **ARTICLE 27**

### **TRUTH-IN-NEGOTIATION CERTIFICATE**

- 27.1 In compliance with the Consultant's Competitive Negotiation Act, the ARCHITECT/ENGINEER shall furnish certification that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting, and the original Project Price and any additions thereto shall be adjusted to exclude any significant sums where the OWNER determines the Contract Price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the Final Completion of the Project.

## **ARTICLE 28**

### **NO WAIVER OF SOVEREIGN IMMUNITY**

- 28.1 Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this AGREEMENT and shall be fully binding until such time as any proceeding brought on account of this AGREEMENT is barred by any applicable statute of limitations.

## **ARTICLE 29**

### **OWNER'S TAX EXEMPTION**

- 29.1 The ARCHITECT/ENGINEER shall not utilize the OWNER'S tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the OWNER. The ARCHITECT/ENGINEER shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this AGREEMENT.

## **ARTICLE 30**

### **FORCE MAJEURE**

30.1 Notwithstanding any provisions of this AGREEMENT to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this AGREEMENT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this AGREEMENT shall otherwise remain in effect.

## **ARTICLE 31**

### **E-VERIFY**

31.1 If the ARCHITECT/ENGINEER meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the ARCHITECT/ENGINEER shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The ARCHITECT/ENGINEER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The ARCHITECT/ENGINEER must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The ARCHITECT/ENGINEER shall be liable for all costs incurred by the College resulting from the ARCHITECT/ENGINEER’s noncompliance with the requirements of this section. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the AGREEMENT. The ARCHITECT/ENGINEER shall maintain records verifying the rate of pay for each employee working on this AGREEMENT and make such records available for inspection on demand by the OWNER. Failure to comply with these provisions shall be a material breach of the AGREEMENT and cause for termination of the ARCHITECT/ENGINEER.

## **ARTICLE 32**

### **CHANGE IN PERSONNEL**

32.1 The OWNER may at any time and at its sole discretion request that the ARCHITECT/ENGINEER replace any ARCHITECT/ENGINEER personnel provided by the ARCHITECT/ENGINEER to work on this AGREEMENT if the OWNER believes that it is in the best interest of the OWNER to do so. The OWNER may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the OWNER’s written request for a change of personnel. The ARCHITECT/ENGINEER shall place the above language in any contract that it has with subcontractors. The ARCHITECT/ENGINEER will enforce the replacement of subcontractor personnel upon a request by the OWNER.

## **ARTICLE 33**

### **MARKETING**

33.1 ARCHITECT/ENGINEER may use the OWNER’s name in marketing materials for the purpose of publicizing contract awards; however, ARCHITECT/ENGINEER is prohibited from obtaining affirmations from OWNER staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the ARCHITECT/ENGINEER as well as the products and/or

services offered by the ARCHITECT/ENGINEER. The OWNER, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. ARCHITECT/ENGINEER is strictly prohibited from releasing any statements to the media regarding work performed under this AGREEMENT without the review, and the express prior written approval of the OWNER. The OWNER's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

## **ARTICLE 34**

### **ACCESS TO BUILDING PLANS**

The Owner desires to provide the ARCHITECT/ENGINEER with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The ARCHITECT/ENGINEER and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The ARCHITECT/ENGINEER, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. ARCHITECT/ENGINEER will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by ARCHITECT/ENGINEER. Prior to disclosure of the Building Plans to ARCHITECT/ENGINEER's agents, representatives, associates and consultants, ARCHITECT/ENGINEER shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. ARCHITECT/ENGINEER acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of ARCHITECT/ENGINEER's employees, agents, representatives, associates, or consultants with whom ARCHITECT/ENGINEER has shared the Building Plans. ARCHITECT/ENGINEER agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the ARCHITECT/ENGINEER employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with ARCHITECT/ENGINEER's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the ARCHITECT/ENGINEER's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.

These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.

## ARTICLE 35

### **PUBLIC RECORDS/ REQUEST FOR CONTRACTOR RECORDS**

35.1 The ARCHITECT/ENGINEER shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the ARCHITECT/ENGINEER assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the ARCHITECT/ENGINEER and ARCHITECT/ENGINEER shall bear all costs and fees related to the same.

If the ARCHITECT/ENGINEER meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the ARCHITECT/ENGINEER must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ARCHITECT/ENGINEER does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the ARCHITECT/ENGINEER or keep and maintain public records required by the College to perform the service. If the ARCHITECT/ENGINEER transfers all public records to the College upon completion of the Contract, the ARCHITECT/ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ARCHITECT/ENGINEER keeps and maintains public records upon completion of the contract, the ARCHITECT/ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- (e) IF THE ARCHITECT/ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT/ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE ARCHITECT/ENGINEER ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE ARCHITECT/ENGINEER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE ARCHITECT/ENGINEER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE ARCHITECT/ENGINEER IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE ARCHITECT/ENGINEER ACKNOWLEDGES THAT ITS FAILURE TO COMPLY

WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION.

### **ARTICLE 36**

#### **NONDISCRIMINATION**

36.1 The ARCHITECT/ENGINEER hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The ARCHITECT/ENGINEER shall take all measures necessary to effectuate these assurances.

### **ARTICLE 37**

#### **STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS**

37.1 The ARCHITECT/ENGINEER represents, warrants, and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The ARCHITECT/ENGINEER understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the ARCHITECT/ENGINEER for any work or materials furnished.

### **ARTICLE 38**

#### **COMPLIANCE/ LICENSES**

38.1 The ARCHITECT/ENGINEER, its employees, subcontractors, or assigns shall comply with all applicable federal, state, and local laws and regulations relating to the performance of the Contract. The ARCHITECT/ENGINEER, its employees, subcontractors, or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The ARCHITECT/ENGINEER is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The ARCHITECT/ENGINEER is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and ARCHITECT/ENGINEER employees and shall indemnify and hold the College harmless from any failure by ARCHITECT/ENGINEER to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

### **ARTICLE 39**

#### **EXHIBITS AND ADDENDA**

39.1 The following Exhibits and Addenda are incorporated by reference herein: Exhibit A "Contractor Policy Code Acknowledgement"; Exhibit A-1 "Programming Phase Requirements"; Exhibit A-2 – "Architectural Deliverables"; and the "Federally Funded Projects Addendum".



IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT each of which shall without proof or accounting for the other counterpart, be deemed an original AGREEMENT.

**\* \* \* \* \* ARCHITECT/ENGINEER \* \* \* \* \***

Attest:

\_\_\_\_\_

(Name, Title and Corporate Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

As Witnessed by:

\_\_\_\_\_

Date: \_\_\_\_\_

**\* \* \* \* \* OWNER \* \* \* \* \***

THE DISTRICT BOARD OF TRUSTEES OF  
BROWARD COLLEGE, FLORIDA

By: \_\_\_\_\_

COLLEGE PRESIDENT OR  
DESIGNEE

Date: \_\_\_\_\_

DISTRICT BOARD OF TRUSTEES BROWARD COLLEGE, FLORIDA

By: \_\_\_\_\_

*CHAIRPERSON OR DESIGNEE*

Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

By: \_\_\_\_\_

College Attorney

Date: \_\_\_\_\_



### Contractor Policy Code Acknowledgement Exhibit "A"

Name (Please Print) \_\_\_\_\_

Contract/Work Order/Purchase Order (P.O.) # \_\_\_\_\_

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, \_\_\_\_\_,  
(Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly

authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. #

\_\_\_\_\_. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

\_\_\_\_\_  
Contractor Name (Print)

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT A-1**

### **PROGRAMMING PHASE REQUIREMENTS**

While programming is typically performed by owners, Owner may, time to time, include in a Purchase Order issued under this Agreement, the provision of programming services by Architect/Engineer. Owner's Project Manager will prepare the stakeholder's list and work with Owner's Planner and Architect/Engineer in preparation of a Project's program. Owner's Planner approves the final program before the design phase commences.

Programming shall include the following:

1. Research the project type
  - a. Space criteria (number of square feet per person or unit)
  - b. Typical relationship of spaces for these functions
  - c. Typical cost per square foot for this building / space type
  - d. Typical site requirements
  - e. Technical, mechanical, electrical, security, access control, audio visual, or other issues unique to the project type
2. Establish goals and objectives
  - a. Form and image goals – relate to surrounding buildings / spaces.
  - b. Function goals – establish what functions will take place in the space, how many people need to be accommodated, how the space will affect other adjacent occupants.
  - c. Economic goals – Establish project budget, operating and maintenance cost, sustainability requirements.
  - d. Time goals – Establish required occupancy dates.
  - e. Management goals – Specific requirements from management.
3. Gather Relevant Information
  - a. BC Construction and Design Standards requirements.
  - b. Major Equipment List.
  - c. Acoustic requirements.
  - d. Accessibility Requirements.
  - e. FDOE / SREF and other local jurisdiction requirements.
  - f. Ensure that physical inventory recommended is consistent with inventory need as defined in the Educational Plant Survey and the Capital Improvement Program.
  - g. Site analysis.
4. Identify Strategies
  - a. Provide bubble diagrams to identify space relationships.
  - b. Determine level of security access.
  - c. Determine phasing requirements.
5. Determine Quantitative Requirements
  - a. Analysis of budget, requirements, and schedule.
  - b. Determine the must haves from what could be deleted from the project if a budget constraint is present.
6. Summarize the program

- a. Prepare a manual of the established program for the project divided on the above stated categories.

# Attachment I - Federally Funded Projects

## BROWARD COLLEGE FEDERALLY FUNDED PROJECTS ADDENDUM

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

RFQ-2024-014-OA – A&E SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57 REMODEL INTO STEM AND NURSING EXPANSION

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### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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#### NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the

# Attachment I - Federally Funded Projects

## BROWARD COLLEGE FEDERALLY FUNDED PROJECTS ADDENDUM

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.**

Vendor's Name: Zyscovich, LLC

Address, City, State, and Zip Code: 100 N. Biscayne Blvd, 27th Floor, Miami, FL 33132

Phone Number: 305-372-5222

Printed Name and Title of Authorized Representative: Michael McGuinn, VP, Principal-in-Charge

Email Address: zyscovich@zyscovich.com; marketing@zyscovich.com

Signature of Authorized Representative: \_\_\_\_\_

Date: 11/20/2023

## **PROCUREMENT MEMORANDUM**

**TO:** Zaida Riollano, Procurement Manager  
**FROM:** Orlando Aponte, Procurement Officer  
**SUBJECT:** RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57 REMODEL INTO STEM AND NURSING EXPANSION  
**DATE:** May 15, 2024

In accordance with Florida Statutes, Broward College released the Request for Qualifications RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57 REMODEL INTO STEM AND NURSING EXPANSION with the intent to receive replies from Florida licensed, qualified, and experienced companies capable of providing Architectural and Engineering Services for the North Campus Buildings 56 and 57 Remodel Into STEM and Nursing Expansion Project in accordance with the terms, conditions and specifications of the solicitation.

Notices were sent to 755 prospective vendors using DemandStar and My Florida MarketPlace. The College received eighteen (18) responsive replies from the following vendors (in alphabetical order):

1. ACAI Associates, Inc.
2. BEA Architects, Inc.
3. Gresham Smith
4. Gurri Matute, P.A.
5. Harvard Jolly, Inc.
6. Hellmuth, Obata & Kassabaum, Inc. (HOK)
7. HKS, Inc. dba HKS Architects, Inc.
8. HuntonBrady Architects, P.A.
9. Justin Architects, P.A.
10. M.C. Harry & Associates, Inc.
11. Nelco Architecture, Inc. dba Nelson Worldwide, Inc.
12. Perkins & Will Architects, Inc.
13. PGAL, Inc.
14. Prime ABA Buyer, Inc. dba Zyscovich LLC
15. R.E. Chisholm Architects, Inc.
16. Rodriguez Architects, Inc.
17. Saltz Michelson Architects, Inc.
18. Wannemacher Jensen Architects, Inc. dba WJA

### **PROCUREMENT SELECTION COMMITTEES**

<b>MEMBER INFORMATION (Broward College Employee unless otherwise noted)</b>	<b>EVALUATION COMMITTEE</b>		<b>NEGOTIATION TEAM</b>
	<b>PHASE I REVIEW OF REPLIES</b>	<b>PHASE II INTERVIEWS AND PRESENTATIONS</b>	<b>PHASE III CONTRACT NEGOTIATIONS</b>
Ana Ovalles, Associate Vice President, Facilities Planning and Capital Budgets	X	X	X
Nelson Goris, Senior Construction Project Manager	X	X	X
Facundo Poj, Senior Director, Facilities Planning	X		



PROCUREMENT MEMORANDUM

RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57  
REMODEL INTO STEM AND NURSING EXPANSION

Ryan Powell, Manager, Campus Facilities	X	X	X
Sara Turpel, Dean, Nursing Administrator	X	X	X
Nichole Vaughan, Interim Dean, STEM/Science Pathway	X	X	X
Jonelle Orridge, Associate Dean, Academic Affairs, Science & Wellness Education (Technical Advisor)	X	X	
Wendy Wasko, Science Laboratory Manager (Technical Advisor)	X	X	
Nerine Bennett, Science Laboratory Manager (Technical Advisor)	X	X	
Orlando Aponte, Procurement Officer (non-voting)	X	X	X
Jeff Albright, Senior Director, Contract Negotiations (non-voting)			X

PHASE I – REVIEW OF REPLIES

The Evaluation Committee convened in a public meeting to discuss the replies received and rank the replies according to the evaluation criteria found in the RFQ document. Upon review of the replies, the Evaluation Committee ranked replies and selected the following top ranked seven (7) Respondents to proceed to Phase II – Interviews and Presentations, as follows (in alphabetical order):

1. Gresham Smith
2. Gurri Matute, P.A.
3. Harvard Jolly, Inc.
4. Hellmuth, Obata & Kassabaum, Inc. (HOK)
5. HKS, Inc. dba HKS Architects, Inc.
6. Perkins & Will Architects, Inc.
7. Prime ABA Buyer, Inc. dba Zyscovich LLC

PHASE II – INTERVIEWS AND PRESENTATIONS

The Evaluation Committee convened in a public meeting to evaluate the interviews and presentations according to the evaluation criteria set forth in the RFQ document.

1. Gresham Smith
2. Gurri Matute, P.A.
3. Harvard Jolly, Inc.
4. Hellmuth, Obata & Kassabaum, Inc. (HOK)
5. HKS, Inc. dba HKS Architects, Inc.
6. Perkins & Will Architects, Inc.
7. Prime ABA Buyer, Inc. dba Zyscovich LLC

Upon evaluation, the Evaluation Committee scored and ranked respondents, and as a result, recommended the top ranked respondent to proceed to Phase III – Contract Negotiations, as follows:

1. Prime ABA Buyer, Inc. dba Zyscovich LLC

PROCUREMENT MEMORANDUM

RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57  
REMODEL INTO STEM AND NURSING EXPANSION

PHASE III – CONTRACT NEGOTIATIONS

The College's Negotiation Team convened to conduct negotiations with the respondent offering the best value to the College:

1. Prime ABA Buyer, Inc. dba Zyscovich LLC

After conducting negotiations with the proposer, the College's Negotiation Team considered award recommendation, and recommended contract award to Prime ABA Buyer, Inc. dba Zyscovich LLC as providing the services encompassed by the solicitation RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57 REMODEL INTO STEM AND NURSING EXPANSION while offering the best value and in the best interest of the College.

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## **AWARD RECOMMENDATION**

### **RFQ-2024-014-OA - ARCHITECTURAL AND ENGINEERING SERVICES FOR NORTH CAMPUS BUILDINGS 56 & 57 REMODEL INTO STEM AND NURSING EXPANSION**

Solicitation recommendation shall remain posted for a period of seventy-two (72) hours after posting date.

**Posting Date:** May 15, 2024

#### **Eighteen (18) Respondents submitted replies (in alphabetical order):**

1. ACAI Associates, Inc.
2. BEA Architects, Inc.
3. Gresham Smith
4. Gurri Matute, P.A.
5. Harvard Jolly, Inc.
6. Hellmuth, Obata & Kassabaum, Inc. (HOK)
7. HKS, Inc. dba HKS Architects, Inc.
8. HuntonBrady Architects, P.A.
9. Justin Architects, P.A.
10. M.C. Harry & Associates, Inc.
11. Nelco Architecture, Inc. dba Nelson Worldwide, Inc.
12. Perkins & Will Architects, Inc.
13. PGAL, Inc.
14. Prime ABA Buyer, Inc. dba Zyscovich LLC
15. R.E. Chisholm Architects, Inc.
16. Rodriguez Architects, Inc.
17. Saltz Michelson Architects, Inc.
18. Wannemacher Jensen Architects, Inc. dba WJA

#### **Recommendation for Award:**

- Prime ABA Buyer, Inc. dba Zyscovich LLC

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 20, Florida Statutes.”

Orlando Aponte, Procurement Officer  
[oaponte@broward.edu](mailto:oaponte@broward.edu)