

Solicitation 25C-002H

PALM BEACH CENTRAL HIGH SCHOOL FACILITY RENOVATIONS AND REPAIRS

Bid Designation: Public



The School District of Palm Beach County

Bid 25C-002H

PALM BEACH CENTRAL HIGH SCHOOL FACILITY RENOVATIONS AND REPAIRS

Bid Number **25C-002H**
Bid Title **PALM BEACH CENTRAL HIGH SCHOOL FACILITY RENOVATIONS AND REPAIRS**

Bid Start Date **Jul 22, 2024 8:40:00 AM EDT**
Bid End Date **Aug 19, 2024 2:00:00 PM EDT**
Question &
Answer End Date **Aug 12, 2024 2:00:00 PM EDT**

Bid Contact **Branden Brown**
561-434-7392
branden.brown@palmbeachschools.org

Contract Duration **One Time Purchase**
Contract Renewal **1 annual renewal**
Prices Good for **30 days**

Bid Comments **DESIGN SERVICES FOR: FACILITY RENOVATIONS AND REPAIRS AT:
PROJECT NAME: PALM BEACH CENTRAL HIGH SCHOOL
PROJECT ADDRESS: 8499 W. Forest Hill Blvd.,
Wellington, FL 33411
RFP NO.: 25C-002H
PROJECT NO.: 2631-7100**

ESTABLISHED GMP CONSTRUCTION BUDGET: \$3,376,346.00

**SCHEDULE FOR SELECTION
PROPOSALS DUE: AUGUST 19, 2024, NO LATER THAN 2:00 P.M., EDT via Periscope S2G @ www.BidSync.com
SELECTION COMMITTEE MEETING*: AUGUST 28, 2024 at 9:00 A.M., EDT
SCHEDULED APPROVAL OF CONTRACT: NOVEMBER 19, 2024
*OPEN TO PUBLIC ATTENDANCE at North County Support Center, 3661 Interstate Park Road North, 1st Floor
Conference Room, Riviera Beach, FL 33404.
All questions regarding this solicitation must be submitted via Periscope S2G @ www.BidSync.com NO LATER
THAN 2:00 P.M., EDT on AUGUST 12, 2024.**

Item Response Form

Item **25C-002H-01-01 - 25C-002H**
Quantity **1 each**
Unit Price
Delivery Location **The School District of Palm Beach County**
Palm Beach Central High Sch
8499 West Forest Hill Boulevard
Wellington FL 33411
Qty 1

Description

The ARCHITECT shall provide all professional design services necessary to deliver Permitted Construction Documents within the established GMP Construction Budget and in accordance with the established Design Schedule.

The ARCHITECT shall provide validation of the Owner's 2016 Facilities Assessments Surveys known as the Referendum List and identify any additional design services necessary and approved by the District to establish the permitted design documents as required and directed by the District staff including, but not limited to: ADA, CSIR and Signage compliance requirements; the renovation and repair of building envelope items such as the exterior doors, gutters, and downspouts; fire alarm/panel upgrade and fire alarm/smoke and duct detector replacement; sheet metal ductwork/outside air dampers; interior repairs, replacements, and improvements for the vinyl flooring and the Kitchen boilers replacements; playfields and exterior repairs and improvements to include athletic lighting, stadium exterior bleacher refurbishment, marquee signs/ repair electronic marquee, and other work as may be required.

Required deliverables include, but are not limited to: The Schematic Design Phase Scope/Program Verification Report, Statement of Probable Construction Cost, Project Schedules, Phasing of Design Plans as directed by the OWNER, Completion of the permitted Construction Documents within the specified Design Schedule, Life Safety/FISH Plans, FF&E Schedule & Specifications, Design Calculations, Life Cycle Cost Analysis, Color Charts, and Finish Schedules. The ARCHITECT will be required to certify the permitted design complies with one of the energy-efficient and sustainable building standards per F.S. 255.2575. The Architect, Engineers, and Construction Manager at Risk shall certify that the permitted design does not exceed the established GMP construction budget.

The Permitted Design must incorporate all requirements set forth in the Florida Building Code, Florida Accessibility Code, District Master Specifications, District Design Criteria, and all other applicable specifications, and authorities having jurisdiction.

The ARCHITECT shall provide all professional design services necessary to deliver Permitted Construction Documents within the established GMP Construction Budget and in accordance with the established Design Schedule.

The ARCHITECT shall provide validation of the Owner's 2016 Facilities Assessments Surveys known as the Referendum List and identify any additional design services necessary and approved by the District to establish the permitted design documents as required and directed by the District staff including, but not limited to: ADA, CSIR and Signage compliance requirements; the renovation and repair of building envelope items such as the exterior doors, gutters, and downspouts; fire alarm/panel upgrade and fire alarm/smoke and duct detector replacement; sheet metal ductwork/outside air dampers; interior repairs, replacements, and improvements for the vinyl flooring and the Kitchen boilers replacements; playfields and exterior repairs and improvements to include athletic lighting, stadium exterior bleacher refurbishment, marquee signs/ repair electronic marquee, and other work as may be required.

Required deliverables include, but are not limited to: The Schematic Design Phase Scope/Program Verification Report, Statement of Probable Construction Cost, Project Schedules, Phasing of Design Plans as directed by the OWNER, Completion of the permitted Construction Documents within the specified Design Schedule, Life Safety/FISH Plans, FF&E Schedule & Specifications, Design Calculations, Life Cycle Cost Analysis, Color Charts, and Finish Schedules. The ARCHITECT will be required to certify the permitted design complies with one of the energy-efficient and sustainable building standards per F.S. 255.2575. The Architect, Engineers, and Construction Manager at Risk shall certify that the permitted design does not exceed the established GMP construction budget.

The Permitted Design must incorporate all requirements set forth in the Florida Building Code, Florida Accessibility Code, District Master Specifications, District Design Criteria, and all other applicable specifications, and authorities having jurisdiction.



REQUIRED RESPONSE FORM A

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

PROPOSAL RESPONSE FORM

PROJECT NAME: _____

PROJECT NO.: _____

ANTI-COLLUSION STATEMENT:

I, the undersigned authorized representative for the Proposer, certify the Proposer has not divulged, discussed or compared this Proposal with any other Proposers and have not colluded with any other Proposer in order to gain unfair advantage in the award of this Project. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

PROPOSAL CERTIFICATION:

I further certify that I have read the entire contents of this Request for Proposal document and agree to full, complete and unconditional acceptance of the contents of this Request for Proposal, and all appendices and the contents of any Addendum released hereto.

I further certify that by virtue of executing and returning this Proposal Response Form, I am submitting the following information as this company's Proposal.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE NO: _____ **CELL NO:** _____

E-MAIL ADDRESS: _____

PROPOSER TAX PAYER IDENTIFICATION NUMBER: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

NOTE: Submit this form with your Proposal.

REQUIRED RESPONSE FORM B



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

DISCLOSURE OF DISCRIMINATION COMPLAINTS STATEMENT

PROJECT NAME: _____

RFP NO.: _____ **PROJECT NO.:** _____

Pursuant to School Board Policy 6.144 - Commercial Nondiscrimination and as part of its Proposal, Bidder or Proposer shall provide to the School District a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

Please check the appropriate box:

- I, the undersigned authorized representative for the Proposer, certify that the Proposer **has not**, within the past ten (10) years from the proposal due date, had any instances where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers.
- The Proposer, within the past ten (10) years from the Proposal due date, has had instances where a complaint has been filed or has a pending complaint against it in a legal or administrative proceeding alleging that the Proposer discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against one of its subcontractors, vendors, suppliers, or commercial customers.

The Proposer must provide a detailed description of each discrimination complaint and the status or resolution of each complaint, including any remedial action taken by the Proposer.

PROPOSER (firm name): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

An original manual signature is required

PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE: _____

NOTE: Submit this form with your proposal.



REQUIRED RESPONSE FORM C

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

SBE SUBCONSULTANT/SUBCONTRACTOR PARTICIPATION

PROJECT NAME: _____

RFP NO.: _____

PROJECT NO.: _____

PROPOSAL CERTIFICATION:

I hereby certify full, complete and unconditional acceptance of the SBE subconsultant/subcontractor participation requirement established for this Contract. The participation requirement may be met with any combination of Design Services and/or Construction Services as specified below which meets or exceeds a cumulative total of the established SBE participation requirement.

Only a subcontractor or subconsultant certified as a Small Business Enterprise (**SBE**) firm by the School Board of Palm Beach County Office of Diversity in Business Practices shall qualify for subcontractor or subconsultant participation for this Project.

As described in School Board Policy 6.143, graduation from the School Board of Palm Beach County SBE certification or denial of SBE certification by the School Board of Palm Beach County shall void acceptance of certification by the State of Florida Office of Supplier Diversity or its successors. A copy of the subconsultant's/subcontractor's current SBE Certification shall be included in the Proposers response to satisfy the requirement for this Category. The School Board of Palm Beach County Office of Diversity in Business Practices (ODBP) shall validate the subconsultant's/subcontractor's certification.

By virtue of executing and returning this Required Response Form, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, and all appendices and the contents of any Addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE NO.: _____ **CELL NO.:** _____

INTERNET E-MAIL ADDRESS: _____

PROPOSER TAX PAYER IDENTIFICATION NUMBER: _____

NOTE: Submit this form with your proposal.

ATTACHMENT A



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

RELATED EXPERIENCE OF THE FIRM

PROJECT NAME: _____

RFP NO.: _____ **PROJECT NO.:** _____

NAME OF THE FIRM: _____

CURRENT OWNER CONTACT NAME: _____

PHONE NUMBER: _____

Project Description (include relative information- scope of work, GSF, completed construction value):

Describe the role of the firm in this project:

Percentage of design completed by the Proposer or Subconsultant: _____%

Design Commencement (Month/Year): _____

Design Completion (Month/Year): _____

Was the design of the project completed on Schedule? ____ Yes ____ No

List the proposed Team Members (including major Subconsultants) for this project that were involved in the project named in this reference and identify their specific role in that project:



ATTACHMENT B

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

LIST OF SUBCONSULTANTS

All Subconsultants are subject to approval of the Owner. The following are the Subconsultants intended to be used if the Undersigned is awarded the Contract for:

PROJECT NAME: _____

RFP NO: _____ **PROJECT NO.:** _____

TYPE OF SUBCONSULTANT SERVICE TO BE PROVIDED	SUBCONSULTANT'S CORPORATE NAME AND ADDRESS	AUTHORIZED REPRESENTATIVE'S NAME & PHONE NUMBER

NAME OF PROPOSING FIRM	
ADDRESS/CITY/STATE/ZIP	
PHONE/CELL #	
LICENSE #	
PRINTED NAME OF PROPOSER'S AUTHORIZED SIGNATURE	
SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES
Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) Small Business Enterprise (SBE)

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 681-2403.
Form must be submitted to Bidsync.com

BID/RFP or Project Name

Name of Bidder/Construction Manager

The undersigned intends to perform work with the above project as (check one):

- Individual Partnership Corporation Joint Venture* If a joint venture, attach letterhead or other documentation proving relationship.

The undersigned intends to perform work with the above project as (check one):

- Subcontractor Subconsultant Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County as a M/WBE Vendor.
Certified with the School District of Palm Beach County as a SBE Vendor.
Certified with the State of Florida, Department of General Services (Provisional).

The undersigned is: (M/WBE or SBE must check one in Column 1 and Column 2; Column 3, if applicable)

Column 1

Column 2

Column 3

- African American Native American Female Male Physically Impaired
Asian American American
Hispanic American

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Table with 4 columns: Item No., Division No., Contract (Trade) Items (Description/Division), Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated: \$

Name of M/WBE or SBE Subcontracting Firm

Name and Position (type or print)

INTERNAL USE ONLY - ROUTING DISPOSITION

All executed originals of the form must be submitted to the Office of Diversity in Business Practices 3300 Summit Blvd., West Palm Beach, FL 33406-5813

Signature

Date

The Prime vendor understands and agrees to inform the Office of Diversity in Business Practices (ODBP) of any changes to the information contained in this form within five (5) business days.

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared who, being first duly sworn, on oath deposes and says that the information provided on PBSD 1525 Participation Letter of Intent is true and correct and that he or she has read the information provided on PBSD 1525 Participation Letter of Intent and knows the contents thereof.

AFFIANT

The foregoing instrument was acknowledged before me this day of , 20, by who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC: Signature: Print Name:

State of Florida at Large (Seal)

My commission expires:

ATTACHMENT G



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Good Faith Efforts Noncompliance Supplement**

NOTE: Completion of this form is not required if established goals are met or exceeded.

- Minority/Women Business Enterprise (M/WBE)**
- Small Business Enterprise (SBE)**

CONTRACTOR FIRM _____

PROJECT NAME _____

PROJECT NUMBER _____ **DATE** _____

This document is to be completed if bidder fails to achieve the Minority/Women Business Enterprise (MWBE/SBE) goals established for the project. The bidder is allowed to use an alternate method that demonstrates the "good faith efforts" made to meet the goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as non-responsive to the MWBE/SBE requirements.

The following list is not intended to be exclusive or exhaustive, and the School District will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise "Good Faith Efforts." Any act or omission by the District shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from the School District of Palm Beach County Policy 6.143. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Attendance at pre-bid conference, if held: Yes No Not Held
2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in the School District of Palm Beach County Directory that perform the type of work to be subcontracted and advising the MWBE/SBE of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE/SBE. Recommended information in your solicitation letter can include, but not be limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (MWBE/SBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Bid opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. Has the bidder selected feasible portions of work to be performed by MWBE/SBE, including, where appropriate, breaking contracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals.

If appropriate, detail any subcontracting category that you have broken down to assist MWBE/SBE firms and list firms that have been made aware of this reduced scope.

SUBCONTRACTING CATEGORY	MWBE/SBE FIRM
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTOR FIRM

- 4. Has the bidder considered all quotations received from MWBE/SBE's and for those quotations not accepted the bidder shall provide an explanation of why the MWBE/SBE will not be used during the course of the contract? Receipt of lower quotation from non-MWBE/SBE will not in itself excuse a bidders failure to meet project goals.

List all M/WBE/SBE firms who quoted this project; the amount quoted and the successful Subcontractor (if not the MWBE/SBE firm) and their quote.

NAME OF MWBE/SBE	MWBE/SBE'S QUOTE
_____	_____
_____	_____
_____	_____
_____	_____

VERSUS

NAME OF NON-MWBE/SBE SUBCONTRACTOR CHOSEN	SUBCONTRACTOR'S QUOTE
_____	_____
_____	_____
_____	_____
_____	_____

- 5. Has the bidder provided interested MWBE/SBE assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance.

- 6. Whether the bidder advertised in general circulation, trade association, and/or minority/women - focused media concerning the subcontracting opportunities.

The minority focused papers include:

BLACK	HISPANIC	MAJORITY	OTHER
None	None	Palm Beach Post	_____

List which papers carried your ad and attach a copy of the ad

CONTRACTOR FIRM _____

7. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE's to determine with certainty whether the MWBE/SBE was interested?

Name the MWBE/SBE you followed up with and describe your follow up efforts.

8. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities?

a) Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBE to meet the established goals.

b) Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.

c) For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:

I) a signed letter to the bidder from the MWBE/SBE stating they are unavailable;

OR

II) a statement from the bidder that the MWBE/SBE Subcontractor refused to submit a letter after a reasonable request; and a detailed statement from the Bidder of the reasons for the bidder's conclusion.

CONTRACTOR FIRM

9. Has the bidder effectively used the services of available minority/women community organizations; minority/women contractors' groups; local state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises?

The following is a partial list of MWBE/SBE organizations that may be helpful in locating eligible MWBE/SBE.

ORGANIZATION	PHONE
Florida Dept. Of Management Services	850-487-0915
PBC School District Office of Diversity in Business Practices	561-434-8508

List minority/women organizations contacted.

ORGANIZATION	PERSON CONTACTED	PHONE NUMBER	DATE CONTACTED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Has the bidder utilized MWBE/SBE Subcontractors on other School District contracts within the past six (6) months?

List any School District of Palm Beach County projects your firm has performed in the last six (6) months, the MWBE/SBE Subcontractors utilized and the dollar value of the MWBE/SBE Subcontractor.

PROJECT NAME	M/WBE FIRMS USED	DOLLAR VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Describe any additional efforts or circumstances which may assist the School District in determining "Good Faith Efforts."

_____ <i>SIGNATURE OF COMPANY OFFICIAL</i>	_____ <i>DATE</i>	_____ <i>COMPANY ADDRESS</i>
_____ <i>PRINT NAME</i>	_____ <i>CITY/STATE/ZIP</i>	
_____ <i>POSITION</i>	_____ <i>TELEPHONE</i>	_____ <i>FAX</i>



ATTACHMENT H

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT NAME: _____

RFP NO.: _____

PROJECT NO.: _____

Preference must be given to vendors submitting a Certification with their Bid/Proposal certifying they have a Drug-Free Workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDORS SIGNATURE

DATE

COMPANYNAME



Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./Title _____

Corporate Name _____

DBA (if applicable) _____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 10% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 10% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 10% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		

3) The persons or corporate entities listed in paragraph (2) of this Beneficial Interest Affidavit are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern set forth in Fla. Stat. 287.138.

4) Corporate Representative attests that the above-referenced entity does not use coercion for labor or services as set forth in Fla. Stat. 787.06 (Human Trafficking).

CORPORATE REPRESENTATIVE

State of _____

By: _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of

_____, 20____, by _____ as the _____ for

_____, who is personally known to me or has produced

_____ as identification.

Notary Public

Print Name

ATTACHMENT J



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
CONSTRUCTION PURCHASING DEPARTMENT**

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

SEAL

(Print Name)

My commission expires: _____

ATTACHMENT K



CONSTRUCTION PURCHASING DEPARTMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (if applicable)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned **CONTRACTOR**, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 6-7-21 12 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,

loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



EXHIBIT A

PROFESSIONAL CONSULTANT'S PAYMENT REQUEST

INVOICE # _____

DATE: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
DEPARTMENT OF CAPITAL PROJECTS
3328 FOREST HILL BOULEVARD
WEST PALM BEACH, FLORIDA 33406-5869

NAME OF FIRM: _____
ADDRESS: _____

PERIOD FROM: _____ TO _____ PHASE (Circle One) I II III IV V*
(*Phase V payment must be separate)

SDPBC PROJECT NAME: _____
SDPBC PROJECT # _____ AUTHORIZED BASIC FEE: _____
PURCHASE ORDER # _____

SUMMARY OF INVOICE

	EARNED TO DATE	INVOICED TO DATE	AMOUNT DUE ON THIS REQUEST
1. BASIC SERVICES (see page 2)	\$0.00	\$0.00	\$0.00
2. ADDITIONAL SERVICES (authorized) (See page 2)	\$0.00	\$0.00	\$0.00
3. G604'S (authorized) (see page 2)	\$0.00	\$0.00	\$0.00
4. REIMBURSABLES	\$0.00	\$0.00	\$0.00
5. PROJECT REPRESENTATIVE	\$0.00	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00	
TOTAL DUE THIS REQUEST:			\$0.00

SIGNATURES:

CONSULTANT _____ PRESIDENT _____ CORPORATE SEAL _____
CORPORATE SIGNATURE TITLE DATE

SDPBC:
DEPARTMENT OF CAPITAL PROJECTS
SIGNATURE _____ DATE _____

PRELIMINARY
SIGNATURE _____ DATE _____

FINAL APPROVAL
SIGNATURE _____ DATE _____



EXHIBIT A

**PROFESSIONAL CONSULTANTS PAYMENT REQUEST
BASIC SERVICES FEE ANALYSIS**

DESIGN PHASES (I THROUGH FINAL INSPECTION)

AUTHORIZED BASIC FEE: \$0.00

PHASE		BASIC FEE	COMP. %	EARNED TO DATE	INVOICED TO DATE	DUE AT THIS TIME
I - Schematic -		\$0.00		\$0.00	\$0.00	\$0.00
II - Design Development -		\$0.00		\$0.00	\$0.00	\$0.00
III - Construction Documents -	75%	\$0.00		\$0.00	\$0.00	\$0.00
IV - Bidding -	5%	\$0.00		\$0.00	\$0.00	\$0.00
V - Construction Administration -	20%	\$0.00		\$0.00	\$0.00	\$0.00
Acceptance of Final -		\$0.00		\$0.00	\$0.00	\$0.00
			TOTALS	\$0.00	\$0.00	\$0.00

THIS SECTION FOR ADDITIONAL PROFESSIONAL SERVICES AND APPROVED G604'S

Include below those Additional Services, if any, detailed in the Standard Form of Agreement Between Owner and Consultant and any Professional Services Supplemental Authorizations (G-604's).

NOTE: All Additional Services listed below shall be reflected by a separate and distinct Serial Number as provided by the Owner. Consultant shall attach appropriate back up, copies of G-604's, time sheets, etc.

ADDITIONAL SERVICES (AUTHORIZED - PER OWNER/ARCHITECT AGREEMENT)

A	B	C	D	E	F	G
SERIAL #	BRIEF DESCRIPTION OF WORK	NOT TO EXCEED COST OR LUMP SUM	COMP. %	EARNED TO DATE	INVOICED TO DATE	DUE AT THIS TIME
					\$0.00	\$0.00
			TOTAL	\$0.00	\$0.00	\$0.00

G604'S (AUTHORIZED)

SERIAL #	BOARD APPR. DATE	DESCRIPTION	NOT TO EXCEED COST OR LUMP SUM	COMP. %	EARNED TO DATE	INVOICED TO DATE	DUE AT THIS TIME
				TOTAL	\$0.00	\$0.00	\$0.00

NOTE: Deductive G-604's shall be reflected on the next Payment Certificate subsequent upon receipt of the fully executed G-604's from the Owner. If this creates a negative total amount due it shall be carried forward until eliminated by subsequent earnings.



EXHIBIT A

PROFESSIONAL CONSULTANT'S PAYMENT REQUEST

REIMBURSABLE EXPENSE FOR PLANS, SPECIFICATIONS AND OTHER
(excluding sets included in Basic Services)

A. PLANS - BEYOND BASIC SERVICES

_____ Sheets @ _____ (cost) per sheet = _____ per set x _____ sets = _____ \$0.00 (A)

B. SPECIFICATIONS - BEYOND BASIC SERVICES

_____ Sheets @ _____ (cost) per sheet = _____ per set x _____ sets = _____ \$0.00 (B)

C. OTHER REIMBURSABLE EXPENSES - BEYOND BASIC SERVICES

ITEM	AMOUNT	X	MULTIPLE	=	TOTAL
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00
		X	1.1	=	\$0.00 (C)

DUE AT THIS TIME: A + B + C = _____ \$0.00

NOTE: Please provide backup information for all the above items.



EXHIBIT A

PROFESSIONAL CONSULTANT'S PAYMENT REQUEST

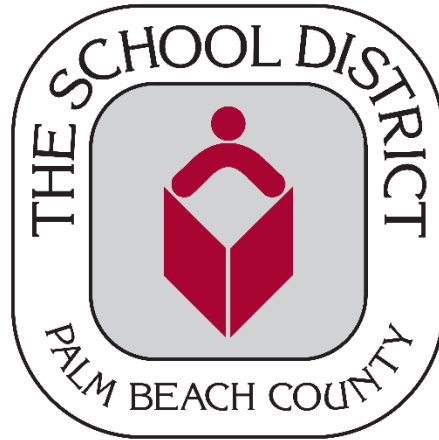
Hourly - "Not to Exceed" Contracts Only
(Attach Time Sheets)

This section for Basic Services Fee based upon School Board of Palm Beach County approved Fee Schedule.

<u>PRINCIPALS</u>	<u>HOURS</u>	X	<u>HOURLY RATE</u>	X	<u>MULTIPLE</u>	=	<u>AMOUNT</u>
_____	_____	X	_____	X	_____	=	\$0.00
_____	_____	X	_____	X	_____	=	\$0.00
				A.	SUBTOTAL	=	\$0.00
EMPLOYEES	HOURS	X	HOURLY RATE	X	MULTIPLE	=	AMOUNT
_____	_____	X	_____	X	_____	=	\$0.00
_____	_____	X	_____	X	_____	=	\$0.00
_____	_____	X	_____	X	_____	=	\$0.00
_____	_____	X	_____	X	_____	=	\$0.00
				B.	SUBTOTAL	=	\$0.00
DUE AT THIS TIME:						A + B =	\$0.00

NOTE: Please provide backup information for all the above items.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA



REQUEST FOR PROPOSALS (RFP)

RFP NO.: 25C-002H

DESIGN SERVICES

FOR

FACILITY RENOVATIONS AND REPAIRS

PALM BEACH CENTRAL HIGH SCHOOL

PROJECT NO.: 2631-7100

PROPOSAL DUE DATE:

August 19, 2024, NO LATER THAN 2:00 P.M., EDT

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO

Periscope S2G @ www.BidSync.com

The RFP document and all additional project information published as part of the RFP document may be obtained at: **Periscope S2G @ www.BidSync.com**. **Periscope S2G/BidSync** will not allow offers to be submitted after the closing date and time.

SECTION 00002



**DESIGN SERVICES FOR FACILITY RENOVATIONS AND REPAIRS
PROJECT NAME: PALM BEACH CENTRAL HIGH SCHOOL**

**RFP NO.: 25C-002H
PROJECT NO.: 2631-7100**

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SECTION 00030

PROJECT NOTIFICATION

REQUEST FOR PROPOSAL (RFP) – DESIGN SERVICES

The School District of Palm Beach County, Florida invites **qualified Architects, licensed by the State of Florida**, to submit a Proposal for:

DESIGN SERVICES FOR: FACILITY RENOVATIONS AND REPAIRS AT:

PROJECT NAME: PALM BEACH CENTRAL HIGH SCHOOL
PROJECT ADDRESS: 8499 W. Forest Hill Blvd.,
Wellington, FL 33411
RFP NO.: 25C-002H
PROJECT NO.: 2631-7100

PROPOSALS SHOULD BE BASED UPON THE FOLLOWING DESCRIPTION OF WORK:

The ARCHITECT shall provide all professional design services necessary to deliver Permitted Construction Documents within the established GMP Construction Budget and in accordance with the established Design Schedule.

The ARCHITECT shall provide validation of the Owner’s 2016 Facilities Assessments Surveys known as the Referendum List and identify any additional design services necessary and approved by the District to establish the permitted design documents as required and directed by the District staff including, but not limited to: ADA, CSIR and Signage compliance requirements; the renovation and repair of building envelope items such as the exterior doors, gutters, and downspouts; fire alarm/panel upgrade and fire alarm/smoke and duct detector replacement; sheet metal ductwork/outside air dampers; interior repairs, replacements, and improvements for the vinyl flooring and the Kitchen boilers replacements; playfields and exterior repairs and improvements to include athletic lighting, stadium exterior bleacher refurbishment, marquee signs/ repair electronic marquee, and other work as may be required.

Required deliverables include, but are not limited to: The Schematic Design Phase Scope/Program Verification Report, Statement of Probable Construction Cost, Project Schedules, Phasing of Design Plans as directed by the OWNER, Completion of the permitted Construction Documents within the specified Design Schedule, Life Safety/FISH Plans, FF&E Schedule & Specifications, Design Calculations, Life Cycle Cost Analysis, Color Charts, and Finish Schedules. The ARCHITECT will be required to certify the permitted design complies with one of the energy-efficient and sustainable building standards per F.S. 255.2575. The Architect, Engineers, and Construction Manager at Risk shall certify that the permitted design does not exceed the established GMP construction budget.

The Permitted Design must incorporate all requirements set forth in the Florida Building Code, Florida Accessibility Code, District Master Specifications, District Design Criteria, and all other applicable specifications, and authorities having jurisdiction.

ESTABLISHED GMP CONSTRUCTION BUDGET: \$3,376,346

DESIGN SCHEDULE BASED UPON ESTABLISHED DATES FOR AWARD OF DESIGN CONTRACT AND DESIGN NOTICE TO PROCEED:

AWARD OF DESIGN CONTRACT NOVEMBER 19, 2024
DESIGN NOTICE TO PROCEED DECEMBER 4, 2024
COMPLETION OF SCHEMATIC DESIGN/SV REPORT JANUARY 22, 2025
COMPLETION OF 100% DESIGN DEVELOPMENT APRIL 23, 2025
COMPLETION OF 100% CONSTRUCTION DOCUMENTS JULY 22, 2025
PERMITTED CONSTRUCTION DOCUMENTS..... SEPTEMBER 24, 2025

SCHEDULE FOR SELECTION

PROPOSALS DUE: AUGUST 19, 2024, NO LATER THAN 2:00 P.M., EDT via [Periscope S2G @ www.BidSync.com](#)
SELECTION COMMITTEE MEETING*: AUGUST 28, 2024 at 9:00 A.M., EDT
SCHEDULED APPROVAL OF CONTRACT: NOVEMBER 19, 2024

***OPEN TO PUBLIC ATTENDANCE** at North County Support Center, 3661 Interstate Park Road North, 1st Floor Conference Room, Riviera Beach, FL 33404.

All questions regarding this solicitation must be submitted via [Periscope S2G @ www.BidSync.com](#) NO LATER THAN 2:00 P.M., EDT on AUGUST 12, 2024.

Only questions received via [Periscope S2G @ www.BidSync.com](#) by the time and date specified will be answered by Addendum and posted on Periscope S2G/BidSync. **Branden Brown** is authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither **Branden Brown** nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Law and as such will be available for inspection upon receipt of a Public Records Request. There shall be no communication between Selection Committee Members or their staff and the Proposers.

The RFP Document and all additional Project information published as part of the RFP Document may be obtained at: [Periscope S2G @ www.BidSync.com](#).

FOR GENERAL INQUIRIES CONTACT: **Branden Brown** at 561-882-1911 or by email at branden.brown@palmbeachschools.org.

SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS

As specified by Board Policy 6.143, the School District of Palm Beach County shall apply preferences for Small Business Enterprises (SBE) in the District’s procurement process for the solicitation of Professional Services Contracts. School Board Policy 6.143 allows for SBE participation Goals and the firm Awarded Work on such Projects fully participate in the SBE program.

In order to receive consideration for SBE participation the firm(s) to be utilized by the Proposer must be certified by the District at the time the Proposal is submitted.

The established SBE Participation Contract Goal applied to this solicitation is specified in Section 00090 – SBE PARTICIPATION REQUIREMENTS, Article 2, Paragraph 2.1.

For more information on the District's SBE programs see School Board Policy 6.143 and the SBE M/WBE Procedures Manual. The Manual and Directory of certified SBE firms can be found at: www.PalmBeachSchools.org/DiversityInBusiness.

INDUSTRY SPECIFIC CLASSIFICATIONS

To ensure compliance with program guidelines and intent, Proposers will receive SBE Preference ONLY if their SBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

THE INDUSTRY SPECIFIC CLASSIFICATION FOR THIS SOLICITATION IS:

- **Professional Services- Small Business Enterprises**

REVENUE/SALES SIZE STANDARDS FOR INDUSTRY SPECIFIC CLASSIFICATIONS

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's SBE Program.

- **\$6,000,000 for Professional Services**

LOBBYING

From the time this RFP is advertised until the time a decision or intended decision for award is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from communicating with any School District employee, member of the School Board, member of a School District Advisory Committee or person selected to evaluate or recommend selection of the Awarded Proposer. All communication involving this RFP must be through the Construction Purchasing Department. All oral or written inquiries must be directed through the Purchasing Department. Violation of this "Cone of Silence" shall result in rejection/disqualification of the Proposer from Award of a Contract arising out of this solicitation.

No Proposers or person acting on behalf of the Proposer may lobby any District personnel or Board members regarding this RFP from the date the RFP is released until the administration's Recommendation for Award has been posted at the Construction Purchasing Department reception center. Lobbying is defined as any action taken by an individual, firm, association, Joint Venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board member or District personnel after advertisement of the RFP and prior to the posted Recommendation on the Award of the Contract. Lobbying on behalf of Proposer during the time specified herein will result in rejection/disqualification of said Proposal.

POSTING OF PROPOSAL RECOMMENDATION/TABULATIONS

Recommendations and Tabulations will be posted electronically with **Periscope S2G/BidSync** for review by interested parties, no later than **September 3, 2024**, and will remain posted for a period of 72 hours. If the RFP Tabulation with Recommended Awards is not posted by said date, a "Notice of Delay of Posting" will be posted to inform all Proposers of the new posting date.

PROTEST

Any Proposer who is adversely affected by the Recommended Award may file a Protest within the time prescribed in section [120.57](#) (3), *Florida Statutes*. Failure to post bond with the Board or to adhere strictly to the requirements of statutes and State Board of Education rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Proposer

who is adversely affected by the Recommended Award may address the Board at a regularly scheduled Board meeting. Failure to file a Notice of Protest or to file a formal written protest within the time prescribed in section 120.57 (3), *Florida Statutes*, shall constitute a waiver of proceedings under chapter 120, *Florida Statutes*.

BY: Karen M. Brill, Board Chair

ATTEST: Michael J. Burke, Superintendent

PUBLISH DATES: July 22, July 29, and August 5, 2024

END OF SECTION

SECTION 00035

SMALL BUSINESS ENTERPRISE (SBE)

CERTIFICATION APPLICATION INSTRUCTIONS

NOTICE TO PROPOSERS

A Small Business Enterprise Contract Goal has been established for this Project. **Only firms Certified by the School Board of Palm Beach County are eligible for participation to satisfy the Established Participation Requirement.**

Proposers and Subconsultants seeking to qualify as a Small Business Enterprise shall be Certified by the School Board of Palm Beach County, prior to the Proposal Due Date Specified in Section 00030 of this Request for Proposal.

CERTIFICATION APPLICATION INSTRUCTIONS

Firms seeking to apply for certification with the School Board of Palm Beach County shall submit the School Board of Palm Beach County application. The application must be approved by the School Board of Palm Beach County Office of Diversity. The Office of Diversity in Business Practices will review the Certification Database to ensure SBEs are Certified with the District at the time the Bid is submitted. Vendors do not have to submit their Certification Certificate.

IMPORTANT POINTS TO REMEMBER

- 1)** The application must be submitted complete with all required supporting documentation and the firm must allow sufficient time for the application to be processed prior to the Proposal Due Date. The application may take up to 60 days to process after receipt of completed application.
- 2)** Please contact the Office of Diversity in Business Practices for the application or information on certification at www.PalmBeachSchools.org/DiversityInBusiness, or by phone at (561) 681-2403 or write:

THE SCHOOL BOARD OF PALM BEACH COUNTY
Office of Diversity in Business Practices
3300 Summit Boulevard
West Palm Beach, Florida 33406

- 3)** Complete the online School District SBE application.
(www.PalmBeachSchools.org/DiversityInBusiness)
- 4)** Complete the SBE Affidavit.

END OF SECTION

SECTION 00040

INSTRUCTIONS TO PROPOSERS

ARTICLE 1

SCOPE

- 1.1 The School Board of Palm Beach County, Florida invites **qualified Architects, licensed in the State of Florida**, to provide Design Services for the development of permitted design documents for **FACILITY RENOVATIONS AND REPAIRS AT PALM BEACH CENTRAL HIGH SCHOOL**.
- 1.2 The Design shall incorporate all of the requirements set forth in the Board approved Educational Specifications, Florida Building Code, Florida Accessibility Codes, District Master Specifications, District Design Criteria and all other applicable specifications.

ARTICLE 2

AWARD OF CONTRACTS

- 2.1 The Contract, if Awarded by the OWNER, will be Awarded based on the procedures in Section 00300 – "Evaluation Process;" provided the Proposal is reasonable, meets the criterion specified herein and it is in the best interest of the OWNER to accept the Proposal.
- 2.2 It is the intent of the OWNER to select one Top Ranked Proposer and Award a separate Contract for each Project identified in the Project Notification to the Top Ranked Proposer.
- 2.3 The School Board of Palm Beach County reserves the right to reject any or all offers or to accept any offers which are in its best interest. The School Board also reserves the right to waive any informalities, irregularities and technicalities in procedure.
- 2.4 The School Board of Palm Beach County reserves the right, before Awarding any Contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFP as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance with other governmental/educational agencies. Proposers are advised that requests for additional information or site visitations are not to be construed as an indication that a proposer will receive or is in the best position to receive a Contract Award.
- 2.5 The School Board reserves the right to cancel the Contract, or portions thereof, without penalty at any time.
- 2.6 The OWNER will initiate negotiations with the Top Ranked Proposer to establish the Final Terms and Conditions of a Contract. If no agreement is reached between OWNER and Top Ranked Proposer, negotiations may be terminated and the OWNER may begin negotiations with the second ranked Proposer. The same process may be used until a satisfactory agreement is reached.
- 2.7 The Basic Compensation for Contract will be negotiated based upon the established Scope of Work. The **Top Ranked Proposer** shall attend a mandatory site visit prior to negotiation to review and verify scope.
- 2.8 All negotiations will follow the requirements of *Florida Statutes*, and will be conducted with

the highest ethical standards, fairness and equity. All negotiation meetings with vendors must be audio recorded and conform to the Public Records requirements of applicable laws.

ARTICLE 3

TIME SCHEDULE

3.1 The School Board will use the following Time Schedule subject to change if necessary.

QUESTIONS DUE*: AUGUST 12, 2024, NO LATER THAN 2:00 P.M., EDT via [Periscope S2G @ www.BidSync.com](#)

FINAL ADDENDUM ISSUED: AUGUST 14, 2024, via [Periscope S2G @ www.BidSync.com](#)

PROPOSALS DUE: AUGUST 19, 2024, NO LATER THAN 2:00 P.M., EDT via [Periscope S2G @ www.BidSync.com](#)

SELECTION COMMITTEE MEETING: AUGUST 28, 2024, 9:00 A.M., EDT**

SCHEDULED AWARD OF CONTRACT: NOVEMBER 19, 2024

***Only questions received via [Periscope S2G @ www.BidSync.com](#) by the time and date specified will be answered by Addendum and only those responses issued by Addenda through Periscope S2G/BidSync will be binding. All Addenda will be posted on [Periscope S2G @ www.BidSync.com](#).**

Branden Brown is authorized only to direct the attention of prospective Proposers to various portions of the RFP so they may read and interpret such for themselves. Neither **Branden Brown** nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Law and as such will be available for inspection upon receipt of a Public Records Request. There shall be no communication between selection committee members or their staff and the Proposers.

****Selection Committee Meetings are open to public attendance located at:**

**North County Support Center
3661 Interstate Park Road N. – 1st Floor Conference Room
Riviera Beach, FL 33404**

NOTE: Proposers are requested to have a representative present at the Selection Committee Meeting to respond to questions the Committee may have regarding the contents of their Proposal.

ARTICLE 4

DELIVERY

4.1 This Project shall be completed and delivered to the OWNER under the time constraints stated in the RFP and/or Contract Documents.

ARTICLE 5

INSTRUCTIONS FOR PROPOSAL

5.1 Proposals shall be prepared in accordance with these Instructions to Proposers. Proposals not

conforming to the instructions provided herein may be subject to disqualification at the option of the OWNER. It is necessary for the Proposer to carefully consider each item specified in this Request for Proposal and insure each item meets the requirements and specifications as indicated. Proposal modification will not be accepted from Proposers.

- 5.2** The Proposer acknowledges the right of the OWNER to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Proposer recognizes the right of the OWNER to reject a Proposal if the Proposer failed to furnish any required Proposal security, or to submit the data required by the Proposal Documents, or if the Proposal is in any way incomplete or irregular; to reject the Proposal of a Proposer who is not in a position to perform the Contract; and to re-advertise for other or further Proposals or to accept the next responsive Proposal.
- 5.3** The Proposer meeting Specifications, Terms, and Conditions and being designated as having submitted an approved Proposal shall be a Florida licensed Architect and be authorized to perform services in the city of their domicile and in Palm Beach County. The Proposer shall provide proof, in the form of licenses and certificates in their Proposal.
- 5.4** Each Proposer, by submitting a Proposal, represents they have read and understand the Request for Proposal document.
- 5.5** Proposals shall be prepared using **the forms contained in this RFP** and submitted in accordance with Section 00040 Instructions to Proposers. Each Proposer shall use **the forms contained in this RFP where indicated**. Proposals containing any conditions, omissions, alternates, items not called for or irregularities of any kind may be rejected by the OWNER.
- 5.6** The Proposer certifies by submission of their Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its RFP response, information regarding any of these actions or proposed actions with other governmental agencies.
- 5.7** Successful Proposer will be required to comply with applicable law as it relates to E-Verify legislation.
- 5.8** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime may not submit an RFP on a Contract to provide any goods or services to a public entity, may not submit an RFP on a Contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as an Architect, Supplier, Subcontractor, or Awarded Proposer(s) under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.
- 5.9** A Contract Awarded Proposer(s) or any Subcontractors shall not employ any persons with multiple felonies and/or crimes against children. The Contract Awarded Proposer(s) must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contract Awarded Proposer(s) to comply as a Breach of Contract and immediately terminate the services of the Contract Awarded Proposer(s).
- 5.10** All costs incurred by Proposers, their employees and agents in preparing a response to this Request for Proposals, in clarifying such response to the satisfaction of the OWNER, in

attending any pre-proposal conference or interview, in ascertaining the conditions of the site, in entering into a Contract with the OWNER or for any other reason shall be the sole responsibility of the Proposers and will not be paid or reimbursed by the OWNER.

- 5.11** The Proposer acknowledges the right of the OWNER to accept or reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Proposer recognizes the right of the OWNER to reject a Proposal if the Proposer failed to furnish any required or to submit the data required by the Proposal Documents, or if the Proposal is in any way incomplete or irregular; to reject the Proposal of a Proposer who is not in a position to perform the Contract; and to re-advertise for other or further Proposals or to accept the next responsive Proposal.
- 5.12** The Proposer, in submitting their Proposal, realizes that time is of the essence and that any delay of this Project will have a serious negative impact on the students of Palm Beach County. Therefore, the Proposer has taken due diligence to determine factors that may impact the days necessary to complete this Project. Specifically, the approval process required under Florida Statute as governed by the Rules of the Department of Education, Florida State Board of Education, as well as the Permitting process required by the School District of Palm Beach County, Department of Environmental Regulation, the South Florida Water Management District, Palm Beach County and any other bodies that have jurisdiction over the land parcel for this Project.
- 5.13** Each Proposer, by submitting a Proposal, represents they have familiarized themselves with the local conditions under which the Work is to be performed. The Proposer is assumed to be familiar with all Federal, State and Local Laws, Ordinances, Rules and Regulations, that in any manner affect the Work. Public Contracting and Purchasing Process *Florida Statutes*, Sections 235.01 et seq. 287.132-.133 (Public Entity Crimes) is applicable and Florida Department of Education, Office of Educational Facilities, Florida Building Code (FBC). Ignorance on the part of the Proposer will in no way relieve them from responsibility.
- 5.14** The Proposer shall have a place of business for contact by the School District during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful Proposer shall be provided to the School District.
- 5.15** A Proposal from a Joint Venture will be accepted for evaluation if the Joint Venture has been approved and licensed by the Dept. of Business and Professional Regulations and authorized by the Florida Dept. of State prior to Proposal. A Joint Venture Proposal shall include the name and address of all parties included in the Joint Venture with one of the parties identified as the Prime Vendor. The Prime Vendor shall be financially responsible for the Joint Venture providing bonding and insurance requirements and execution of the Contract. The Prime Vendor shall have overall and complete accountability to resolve any dispute arising from the Contract.

In the case of a Proposal submitted by a Joint Venture, a Joint Venture shall be in compliance with and meet all of the terms, conditions, and criteria of this RFP, School Board Policy 6.143, and all other relevant School Board Policies.

A Joint Venture may be considered a Certified SBE for purposes of the SBE Evaluation Preference point award when the Joint Venture is SBE Certified by the School District's Office of Diversity in Business Practice (ODBP). The Joint Venture shall include in its Proposal submittal the SBE Certification Document of each SBE Joint Venture member.

A Joint Venture shall not be awarded a Contract unless that Joint Venture is fully and properly licensed by the Florida Department of Business and Professional Regulation, at the time of Proposal submittal.

- 5.16** All questions concerning the Request for Proposal shall be submitted via **Periscope S2G @ www.BidSync.com** by the date and time specified and will be answered by Addendum. All questions submitted shall be held until such time as they are compiled and answered in the form of an Addendum, which will be released through **Periscope S2G @ www.BidSync.com**.
- 5.17** Questions and Answers, in the form of Addenda, as distributed by the OWNER shall become part of the Request for Proposal. An Addendum is a written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Proposal Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. All Addenda will become part of the Contract Documents when the Contract is executed. As necessary, Addenda will be distributed by **Periscope S2G/BidSync** to all who are known by the Construction Purchasing Department to have received a complete set of Proposal Documents. All questions submitted (along with their source) and Addenda are subject to Public Records Law and as such will be available for inspection upon receipt of a Public Records Request.
- 5.18** All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non Conflict of Interest and submit with your Proposal.
- 5.19** All Proposals must be submitted electronically to **Periscope S2G @ www.BidSync.com**. Hardcopy Proposals will not be accepted. A Proposal is invalid if it has not been fully uploaded to **Periscope S2G @ www.BidSync.com** prior to the time and date for receipt of Proposals specified in Article 3, Time Schedule or prior to any extension issued by Addendum. Proposals received after the stated time and date will not be considered.

5.20 PERISCOPE S2G/BIDSYNC

- 1.** All offers must be submitted electronically to **Periscope S2G @ www.BidSync.com** including all required documents listed in the Proposal (or solicitation). No other responses will be accepted, including hard copy or emailed responses.
- 2.** **Periscope S2G/BidSync** supports online document tracking and completion. All documents must be viewed/accepted before the Proposal Packet can be viewed and an offer can be placed.
- 3. The District will only consider offers that have been uploaded and submitted through [Periscope S2G @ www.BidSync.com](http://www.BidSync.com) PRIOR to the Proposal closing date and time. As with any document upload, larger documents and/or heavy use activity may result in longer upload times. Please Allow sufficient time to complete your offer.**
- 4. IMPORTANT INFORMATION: For help filling out your offer, please visit:**
<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->
 - In order to complete this process, you must first select "Review Response," verify the information is correct then enter your password and select "Confirm & Submit Response."

- After clicking "Confirm & Submit Response," a confirmation page loads with "Offer Received" at the top of the page. **If you do not see this confirmation, your offer was not submitted successfully.**
- If you select to receive a confirmation email indicating a successful response you will receive a confirmation email within five (5) minutes.

If you DO NOT receive a confirmation that your offer has been received, please call Periscope S2G/BidSync at 800-990-9339, Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

5. If necessary, Addenda will be distributed by **Periscope S2G/BidSync** to all who are known by the Construction Purchasing Department to have received a complete set of Proposal Documents.
 6. **Be advised that registering with [Periscope S2G @ www.BidSync.com](http://www.BidSync.com) is a FREE service.**
 7. Proposals must be signed electronically by an officer or employee having authority to legally bind the Proposer(s).
 8. Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposer(s) is/are required to carefully examine the RFP terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.
 9. Proposals not conforming to the instructions provided herein will be subject to disqualification.
 10. Any Proposal may be withdrawn prior to the date and time the Proposals are due.
- 5.21** Unless otherwise provided in any supplement to these Instructions to Proposers, no Proposer shall modify, withdraw or cancel his Proposal or any part thereof for 60 days after the time designated for the receipt of Proposals in the "Advertisement for Request for Proposal."
- 5.22** Each Proposer shall use **the forms contained in this RFP where indicated**. Any erasures or other corrections in the Proposal shall be explained or noted over the signature of the Proposer. Proposals containing any conditions, omissions, unexplained erasures, alternates, items not called for or irregularities of any kind may be rejected by the OWNER.
- 5.23** Each Proposal shall give, on the required document, the full business address of the Proposer, and state whether he is an individual, corporation or partnership. Proposals by a corporation must be signed with the legal name of the corporation followed by the name of the state of its incorporation and by the manual signature and designation of an officer, owner, or other person, authorized to bind the corporation. Proposals by partnerships shall show the names of all partners and shall be signed in the partnership name by one of the partners or by an authorized representative. In either case, the partnership signature shall be followed by the manual signature and designation of the person signing. ANY POTENTIAL, PERCEIVED OR ACTUAL CONFLICT OF INTEREST SHALL BE GOVERNED BY FLORIDA LAW.
- 5.24** In every case, the name of the person signing, and his designation, shall be typed or printed below his signature. A Proposal by a person who affixes to his signature the word "President",

"Secretary", "Owner" or other designation without disclosing his principal may be held to be the Proposal of the individual so signing. Satisfactory evidence of the authority of an officer, owner, attorney, or other person signing for a corporation and for an owner, attorney, etc., signing for a partnership or an individual shall be furnished.

5.25 Following submittal of the Proposal, a Proposer may not add or substitute Project Team Members, including Major Subconsultants, without written approval from the Construction Purchasing Department. Requests shall be made in writing to the Purchasing Agent in charge of the procurement process for that solicitation. All requests shall be submitted by the individual responsible for the authorization of the Proposal Response (**Required Response Form A**). Other than an emergency situation, the request shall be submitted not less than five (5) OWNER business days prior to the published date of the evaluation Meeting, otherwise the request shall not be allowed. The request shall identify the Project Name, RFP Number, reason for the request and resume of each Team Member requested for substitution. The resume shall include the same information as that specified in the Phase I Evaluation Criteria of the RFP for Project Team Members. The request shall be reviewed and responded to in writing by the Construction Purchasing Department advising the Proposer if their request for substitution is approved.

5.26 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from the Proposers prior to the time fixed for opening. Such request shall be properly signed in accordance with the requirements pertaining to signatures contained in Paragraph 5.15. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

5.27 INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL DOCUMENTS

The Proposal shall be divided into three (3) Sections 1, 2 and 3 and uploaded to [Periscope S2G @ www.BidSync.com](https://www.BidSync.com) as **one (1) optimized PDF file. A Proposal shall include all items listed for Section 1, otherwise the Proposal shall be declared non-responsive.**

A Proposal should include all items specified for Sections 2 and 3; however, exclusion of any of the items specified in Section 2 and 3 shall not be cause to declare the Proposal non-responsive.

SECTION 1: - shall contain the following items:

- 1. Proposal Response Form (Required Response Form A)**
- 2. Disclosure of Discrimination Complaints Statement (Required Response Form B)**
- 3. SBE Subconsultant/Subcontractor Participation Form (Required Response Form C)**

SECTION 2: - submit the following items with Proposal:

- 1. Business Tax Certificate or Receipt as evidence of business location in Palm Beach, Broward or Miami-Dade Counties (see Evaluation Criteria)**
- 2. Verification of Architectural Business Organization Qualification by the Florida Department of Business and Professional Regulation (DBPR), Board of Architecture and Interior Design.**

3. Copy of Professional License (AR#) for the registered Architect who serves as the qualifying agent for the architectural firm and responsible for sealing the design documents, issued by the Florida DBPR Board of Architecture & Interior Design.
4. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Proposer to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via www.Sunbiz.org - Department of State.
5. Current Certificate of Insurance demonstrating coverage specified in Article 17. For submittal purposes, General Professional Liability Insurance may be less than that specified; however, all coverage requirements must be satisfied prior to issuing the Notice to Proceed.
6. List of all Subconsultants intended for the Project (**Attachment B**)
7. Provide a copy of each Subconsultants Certificate of Authorization and the professional license of the individual responsible for sealing the Subconsultants design documents. These copies should not be reduced to less than one-half of the page (i.e. two copies per page).
8. Drug Free Workplace Certification (**Attachment H**)
9. Beneficial Interest and Disclosure of Ownership Affidavit, **PBSD 1997 (Attachment I) The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes, to include individuals, children, firms, syndicates, fiduciaries, corporations and all other groups and combinations) holding five percent (5%) or more of the Beneficial Interest in the disclosing entity. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**
10. Scrutinized Companies List Certification (**Attachment J**)
11. Byrd Anti-Lobbying Amendment (**Attachment K**)

SECTION 3: - Responses:

- Responses to Section 00300 – Evaluation Process.
- **Section 3 of the Proposal shall not exceed a total of forty (40) pages otherwise the Proposal shall be deemed non-responsive.** Each page of Section 3 shall be numbered consecutively and shall not exceed 8 ½" x 11" in size. Each text page shall be printed in font 11 or larger and have a minimum 1" margin. The Proposer should only provide responses to the Evaluation Process Criteria specified in Categories 1-3 in Section 00300 - "Evaluation Process." The response provided for each Category should be bookmarked separately.

ARTICLE 6

PROTEST PROCEDURES

6.1 The OWNER shall provide notice of its decision or intended decision concerning a Request for Proposal or an Award as follows:

- Notice of a decision or intended decision shall be given by posting the Tabulation on **Periscope S2G @ www.BidSync.com**.
- The notice required by this paragraph shall contain the following statement: "Failure to file a protest within the time prescribed in 120.57(5)(b), *Florida Statutes*, shall constitute a waiver of proceedings under Chapter 120, *Florida Statutes*."

6.2 Any party who is adversely affected with respect to the Request for Proposal Documents shall file a notice of protest in writing within 72 hours after the receipt of the Request for Proposal Documents, and SHALL FILE A FORMAL WRITTEN PROTEST WITHIN 10 DAYS AFTER FILING THE NOTICE OF PROTEST. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under F.S. Chapter 120.

All Notices of Protest and Formal Written Protests shall be submitted to:

**Darci Garbacz, Director of Purchasing
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406**

6.3 In accordance with F.S. 255.0516 "Bid Protests by Educational Boards," with respect to state contracts and bids, pursuant to competitive bidding, whether under Chapter 235 *Florida Statutes*, relating to educational facilities, or under this chapter, relating to public buildings, if a School Board, a community college board of trustees, or the Board of Regents uses procedures pursuant to Chapter 120 *Florida Statutes*, for bid protests, the board will require the protestor to post a bond at the time of filing the written protest amounting to:

Twenty-Five Thousand Dollars (\$25,000)

6.4 Upon receipt of a Notice of Protest which has been timely filed, the OWNER shall stop the Solicitation Process or the Award Process until the subject of the protest is resolved by final OWNER action, unless the OWNER sets forth in writing particular facts and circumstances which require the continuance of the Solicitation process or the Contract Award Process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

6.5 The OWNER, on its own initiative or upon the request of a protestor, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days of receipt of a formal written protest.

6.6 If the subject of a protest is not resolved by mutual agreement within seven (7) days of receipt of the formal written protest and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Florida Statute 120.57(2). If the hearing is not requested in the Notice of Bid Protest, it shall be waived. The informal hearing shall be conducted in the presence of the Director of Purchasing, as the Superintendent's designee, the legal staff, and any other witnesses deemed appropriate. The protesting party may be present with assistance of counsel and any witnesses they deem appropriate, however, failure to have counsel or witnesses present shall not invalidate the hearing

ARTICLE 7

LOBBYING

- 7.1** Lobbying is defined as any action taken by an individual, firm, association, partnership, joint Venture, syndicate, corporation, and all other groups who, after advertisement of the RFP and prior to the posted recommendation on Award of Contract, seek to influence the decision of a Board member or District personnel on the Award of a Contract.
- 7.2** Proposers and their employees or individuals acting on behalf of the Proposer are hereby advised that Lobbying is not permitted with any School District employee, School Board members, School District Advisory Committee member, Evaluation Committee member or other person related to or involved with this RFP until the Recommendation for Award has been posted. Violation shall result in rejection of the Proposal and disqualification of the Proposer from consideration for Award.
- 7.3** Any Proposer who is adversely affected by the Recommended Award may address the School Board at a regularly scheduled Board meeting.
- 7.4** Any Proposer or any individuals that lobby on behalf of Proposer during the time specified will result in rejection/disqualification of said Proposal.
- 7.5** All issues and or questions regarding the Project need to be addressed and resolved through the Construction–Purchasing Department. There shall be no communication between Committee Members, their staff and the prospective Proposers. Committee Members will not be allowed to meet separately and discuss the Project. All oral or written inquiries must be directed through the Construction–Purchasing Department.
- 7.6** Any Proposer that is adversely affected by the Recommended Award may address the School Board at a regularly scheduled Board meeting.

ARTICLE 8

MISCELLANEOUS

8.1 ANTI-COLLUSION

By electronically submitting a Proposal, the Proposer certifies that it has not divulged, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the Proposer from all Proposal lists for the School Board of Palm Beach County, Florida.

8.2 PUBLIC RECORDS EXEMPTION

For purposes of this paragraph, "Competitive Solicitation" means the process of requesting and receiving sealed Bids, Proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

Sealed Bids, Proposals, or replies received by an agency pursuant to a Competitive Solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as

the agency provides notice of an intended decision or until 30 days after opening the Bids, Proposals, or final replies, whichever is earlier.

If an agency rejects all Bids, Proposals, or replies submitted in response to a Competitive Solicitation and the agency concurrently provides notice of its intent to reissue the Competitive Solicitation, the rejected Bids, Proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued Competitive Solicitation or until the agency withdraws the reissued Competitive Solicitation. A Bid, Proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, Proposals, or replies.

8.3 EXEMPTION FROM PUBLIC DISCLOSURE

Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

By submitting its Proposal, Proposer understands and waives any Claim of confidentiality, including Trade Secrets, to its pricing and/or cost of service related submittals.

Any firm that intends to assert that certain materials are exempt from public disclosure under Chapter 119, *Florida Statutes*, must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. RFP# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, *Florida Statutes*. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any Claim of confidentiality on materials the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for Public Records in which that Proposer has claimed an exemption information being a Trade Secret so the Proposer may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than 10 business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the Public Records Request with the response not being deemed a breach by the School Board of its obligations under the Contract or the *Florida Statutes* governing Trade Secret Exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by School Board as a result of the School District's providing the records in response to the Public Records Request or withholding them based on Proposer's assertion of the Trade Secret Exemption.

The indemnification provisions survive the School Board's Award of the Contract and remain as long as the Trade Secret data is in the possession of the School Board.

END OF SECTION

SECTION 00090

SBE PARTICIPATION REQUIREMENTS

ARTICLE 1

1.1 DEFINITIONS

The following terms shall have the listed meanings (the definitions shall not apply outside of this Article where inconsistent with those listed elsewhere in the Proposal Documents).

1.1.1 ARCHITECT

An individual, firm, partnership, corporation or combination thereof submitting a Proposal for the Work as Designer and Engineer.

1.1.2 BUSINESS DIVERSITY COMMITTEE

A committee established under the auspices of the Office of Diversity in Business (ODBP) with the responsibility of reviewing the Contract Proposal and RFP documents and determining the appropriate type and scope of industry-specific remedial programs to be applied to the Contract. This committee is comprised of professional and senior-level representatives from the following departments of the School Board:

- a. Department of Purchasing;
- b. Office of Diversity in Business Practices;
- c. Department of the General Counsel;

1.1.3 CERTIFIED SBE SUBCONSULTANT

A Subconsultant who is certified to do specific Work under the SBE Proposers Participation Program if he/she meets all the following criteria:

- a) He/She maintains an Occupational License establishing the company as an entity legally authorized to engage in business in Palm Beach County;
- b) He/She produces evidence of ownership, operation, control and management of the firm on a daily basis;
- c) He/She is an SBE Subconsultant as defined herein and certified at the time the RFP is issued.
- d) He/She can meet all requirements of Certification required by the School Board of Palm Beach County prior to the Award of Contract under the SBE ARCHITECT Participation Program. Any pending application with the Palm Beach County School Board shall not be considered as certification of the vendor submitting application for consideration as an SBE Firm.
- e) Inquiries regarding listings of the School Board of Palm Beach County Small Business Enterprises can be made to the Office of Diversity in Business Practices, 3300 Summit Boulevard, West Palm Beach, FL 33406, (561) 681-2403 or on our website: www.PalmBeachSchools.org/DiversityInBusiness.
- f) He/She has or is able to obtain any and all licenses and insurance required to do such Work prior to Contract Award.

1.1.4 DIRECTOR OF THE OFFICE OF DIVERSITY IN BUSINESS PRACTICES (ODBP)

The employee of the School Board of Palm Beach County responsible for the coordination, implementation and establishing procedures for monitoring/evaluating SBE program performance and Compliance.

1.1.5 DIRECTOR OF THE PURCHASING DEPARTMENT

The employee of the School Board of Palm Beach County, the School Board's designated Administrator of the Contract; responsible for the purchase of commodities and contractual services for the District in compliance with *Florida Statutes*, State Board of Education Rules, and Board Policy.

1.1.6 SBE PARTICIPATION

The minimum SBE participation established by the School Board of Palm Beach County for this Project is stated in Section 00030 Legal Advertisement. This is established as a numerical percentage of the Board approved Construction Budget. The minimum calculation as indicated above is to provide an estimate of the expected SBE participation for the Project. This Goal can be reasonably attained by means of applying every reasonable and "Good Faith Effort" to utilize SBE Subcontractors and Subconsultants in the performance of Work under this Project and in accordance with the terms and requirements of the School Board Policy 6.143 and the SBE Procedures Manual.

1.1.7 SBE VENDOR DIRECTORY

To aid Proposers in meeting the SBE Contract Goal established for this Project a list of District Certified vendors is available via the internet at www.PalmBeachSchools.DiversityCompliance.com. The SBE Vendor Directory is maintained by and available from the Office of Diversity in Business Practices. This list represents vendors certified only by the School Board of Palm Beach County as meeting the requirements for participation as a Certified SBE vendor as listed below. **Vendors certified as SBE with any entity or agency other than the School District of Palm Beach County will not be acceptable.** The Office of Diversity in Business Practices will review the Certification Database to ensure SBEs are Certified with the School Board at the time the Bid/Proposal is submitted.

1.1.8 SENIOR PROJECT ADMINISTRATOR

An employee of the School Board of Palm Beach County assigned to this Project and Designated Representative.

1.1.9 SMALL BUSINESS ENTERPRISE (SBE)

Any business firm that is certified by the District's Office of Diversity in Business Practices (ODBP) as having average annual gross sales and an average number of full-time employees over the last three years that are less than 50% of the small business size standards as most recently defined by the U.S. Small Business Administration for the business firms' relevant industry.

1.1.10 SUBCONSULTANT

A person or entity who has a direct Contract with the ARCHITECT to perform a portion of the Work.

1.2 UTILIZATION OF SBE SUBCONSULTANTS

Proposers Obligation:

1. Ensure that Certified SBE Subconsultants as defined have the maximum opportunity to participate in the performance of the Contract and to take all necessary and reasonable steps in accordance with this Provision to ensure that Certified SBE Subconsultants have the maximum opportunity to compete for and perform Contracts.
2. To execute and submit documentation relative to the selection, reflecting participation and payment of the participation of SBE Subconsultants and vendors.

1.3 FAILURE TO COMPLY

Every reasonable effort to utilize SBE Subconsultants must be demonstrated to the School Board of Palm Beach County. Failure on the part of the Proposers to comply with the requirements of this Article shall be cause for finding the Proposers Non-responsive. In the event a Proposal is deemed non-responsive, Award may then be made to the next responsive Proposer, or all remaining Proposals may be rejected and the Project re-advertised.

ARTICLE 2

2.1 INDUSTRY-SPECIFIC REMEDIAL REQUIREMENTS

The Business Diversity Committee has determined that the following Terms and Conditions of SBE industry-specific remedial programs shall apply to this RFP and resulting Contract:

- a. Based upon availability analysis of current data collected from registered vendors of the School Board, the proportion of all professional services firms that are certified SBE, as defined in Paragraph 1.4 herein, and that are ready, willing, and able to perform the type of Work required to be performed under this Contract is estimated to be a **minimum of 15%**. This percentage represents the SBE participation requirement for this Contract.
- b. **SBE Evaluation Preference:** An SBE Preference is established for this Evaluation Process.

2.2 CONTRACT GOAL

The established Contract Goal for this Project is to have a **minimum of 15%** of the Work under the Contract performed by certified SBE Subconsultants. This established Contract Goal shall include all Addendums and Contract modifications.

All determinations of compliance or non-compliance of the Proposer with the requirements of this Provision, and of the appropriate consequences of noncompliance, shall be made by the School Board of Palm Beach County, Florida, as provided herein. All such determinations shall be final and binding.

2.3 SBE PROPOSERS

A Proposer who is an SBE Certified Proposer may, subject to compliance with the applicable requirements of this Article, achieve the stated Goal by performing with his own forces Work with a value equal to the percentage Goal.

2.4 UNAVAILABLE

An SBE Subconsultant is unavailable to do specific Work if:

1. He/She has been "Timely" informed of the Terms and Specifications of the Contract and declines to submit needed to intelligently formulate a Proposal to do such Work or to decline an opportunity to do so, but Timely informed is defined as being informed with sufficient time and information to formulate and submit a realistic Proposal. Proposers should document Contract Times and Dates.
2. He/She does not intend, or is unable to make a Proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such Work, unwillingness inability to meet the specifications for such Work, unwillingness inability to Work on this Project or in this geographic area or such other reason as is determined by the School Board of Palm Beach County to be sufficient.

ARTICLE 3

3.1 PROPOSAL REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD

3.2 PRE-AWARD SUBMITTALS

As a condition of Contract Award, the Proposer shall submit to the OWNER the following documents (**utilizing copies of OWNER provided standard forms**) concerning SBE Proposer and Subconsultant participation in the Contract:

1. **Letter of Intent- SBE Subconsultant Participation:** A letter to the Proposer from each prospective Certified SBE Subconsultant that has agreed to participate in the Project, stating Trade Items, and dollar amounts (**PBSD Form 1525 - Attachment C**). **Form PBSD 1525 must be notarized.**
2. **Summary - SBE Subconsultants Participating:** Wherein all Subconsultants are listed, together with their Contract (Trade) Items, and subcontract dollar value amounts. The total SBE subcontract dollar value amount is compared to the total Proposal Price (Base Proposal and Alternates) as a percentage (%), which should equal or exceed the Contract Goal as stated in Section 00030 (**PBSD Form 1526 - Attachment D**).
3. **Unavailability Certification- SBE Subconsultant Participation:** If the Proposer is unable to obtain adequate SBE Subconsultant Participation to meet the Contract Goal, he/she should request execution of **PBSD Form 1527** Subcontractor Participation Good Faith Effort - (**Attachment E**) for each SBE Subconsultant he/she has solicited, but who cannot participate for reasons of their own. This is necessary to show good faith effort on the Proposers part to meet the Contract Goal.

Failure to submit the requested forms within the allotted time will render a Proposal non-responsive.

3.3 CONTRACT COMPLIANCE AND GOOD FAITH EFFORT

3.3.1 B2GNOW CONTRACT COMPLIANCE REPORTING SYSTEM

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. The B2GNow Reporting System replaces the SCHOOL BOARD'S Professional and Construction Services Utilization Report (Form **PBSD 1528**) and Partial Release of Claims and Waiver of Lien and/or Verification of Payment (Form **PBSD 1620**). Paper copies of Form **PBSD 1528** and Form **PBSD 1620** will not be accepted. This Contract is subject to Compliance Tracking and Contractor

shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://PalmBeachSchools.DiversityCompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

- 3.3.2** If the Proposer is unable to obtain adequate SBE Subconsultant Participation to meet the Contract Goal, he/she shall request execution of **Attachment G, PBSB Form 1629** (Good Faith Efforts Noncompliance Supplement), and **Attachment E, PBSB Form 1527** (Subcontractor Participation Good Faith Effort) for each SBE Subcontractor he/she has solicited, but who cannot participate for reasons of their own. This is necessary to show good faith effort on the Proposer's part to meet the Contract Goal.

If the information submitted in response to the previous paragraph demonstrates a Proposer does not meet the SBE Subconsultant Goal, the Proposer shall submit information sufficient to satisfy the School Board of Palm Beach County, Florida that the Proposer has made good faith effort. In order for the Board to approve the proposed Proposal submitted by the Proposer if it has failed to meet the SBE Subcontracting Goal, the School Board of Palm Beach County, Florida must determine that the Proposer's efforts were those that a reasonable Proposer actively and aggressively seeking the Goal would make given all relevant circumstances.

In making the required judgment, the School Board of Palm Beach County, Florida may consider the kinds of efforts listed below in Article 3.3 and the Proposer's past history of meeting or exceeding the Goals. The Palm Beach County School Board, Florida

reserves the right to deny Award of a Contract to any firm that violates its policy or fails to make a good faith effort in attempting to comply.

3.4 RECOMMENDATIONS FOR MEETING GOALS

In determining whether or not a Proposer has made good faith effort the School Board Palm Beach County, Florida will look not only at the different kinds of efforts that a Proposer made, but also the quantity and intensity of these efforts. The School Board of Palm Beach County, Florida does not insist the Proposer do any one or any particular combination of things on the list, nor is the list exclusive or exhaustive. Other factors or type of efforts may be relevant in appropriate cases.

3.5 GOOD FAITH EFFORTS AND CONTRACT COMPLIANCE

1. The Proposer attended pre-proposal meetings as advertised and scheduled by the School Board of Palm Beach County, Florida to inform SBE Subconsultants of subcontracting opportunities;
 2. The Proposer provided written notice (return receipts for certified mail, facsimile transmission records, etc.) that at least three quarters (3/4) of the certified SBE Subconsultants (applicable to this Project) were contacted in sufficient time to allow them to participate effectively. The list is available through the School Board of Palm Beach County's, Director of the Office of Diversity in Business Practices.
 3. The Proposer, in order to increase the likelihood of meeting the Goal, selected portions of the Work to be performed by SBE Subconsultants that could be separated into economically feasible units to facilitate SBE Subconsultant participation;
 4. The Proposer provided interested SBE Subconsultants with adequate information about the plans, specifications and requirements of the Contract;
 5. The Proposer negotiated in good faith with interested SBE Subconsultants, not rejecting SBE Subconsultants as unqualified without reasons based on a thorough knowledge of their capabilities;
 6. The Proposer contacted the Director of Office of Diversity in Business Practices for direct referral of Certified SBE Subconsultants;
 7. The Proposer maintained records listing name, address, type of trade, and described results of contact with each SBE Subconsultant with regard to each prospective Contract opportunity;
 8. The Proposer notified the Director of Office of Diversity in Business Practices whenever he could not successfully locate qualified SBE Subconsultants;
 9. The Proposer engaged in specific and continuing personal recruitment efforts directed at SBE organizations, SBE recruitment organizations, and SBE Business Assistance Centers.
 10. The Proposer has visited the School Board's internet website at www.PalmBeachSchools.org/DiversityInBusiness.
- 3.5.1** Meeting the Goal, or making good faith effort to do so is a requirement of being Awarded this Contract.

3.5.2 Unless otherwise approved by the School Board of Palm Beach County, Florida, the listing of a SBE Subconsultant by a Proposer shall constitute a representation by the Proposer that such entity is qualified and available, and a commitment by the Proposer that, if Awarded the Contract, the Proposer will enter into a subcontract in an amount as set forth in its submittal, subject to the terms of the Contract Documents.

3.5.3 COUNTING SBE SUBCONSULTANT PARTICIPATION TOWARD CONTRACT GOAL

SBE Subconsultant participation shall be counted toward meeting the Goal as follows:

1. Once the School Board of Palm Beach County, Florida has determined a firm to be an eligible SBE Subconsultant, the total dollar value of the Contract Awarded to the SBE Subconsultant is counted toward the Goal, except as limited by paragraph (2) through (4), below.
2. The School Board of Palm Beach County, Florida will count toward the Goal a portion of the total dollar value of a Contract with a Joint Venture equal to the percentage of the ownership and control of the SBE Subconsultant partner in the Joint Venture. A written Joint Venture agreement must be completed by all parties, submitted to the State, and executed before a notary public, which clearly delineates the right and responsibilities of each member or partner, complies with any requirements as set forth in the Bid/Proposal Documents or otherwise and provides that the Joint Venture shall continue, at a minimum, for the duration of the Project.
3. The School Board of Palm Beach County, Florida shall count toward the Goal only expenditures to SBE Subconsultants that perform a useful function when he is responsible for execution of a distinct element of Work of a Contract and carrying out his responsibilities by actually performing and supervising the Work involved.
4. Consistent with normal industry practices, an SBE Subconsultant may enter into subcontracts. If such an entity subcontracts a significantly greater portion of the Work of the Contract than would be expected on the basis of normal industry practices to non-SBE Subconsultants, the entity shall be presumed not to be acceptable as an SBE Subconsultant.

3.6 RECOMMENDATION OF AWARD

The following requirements must be accomplished for a Recommendation of Award:

1. **Pre-Conciliation Conference:** If the Director of Office of Diversity in Business Practices and Director of The Purchasing Department questions the acceptability of the Proposer's SBE Subconsultant submittals, the Proposer shall, upon at least five (5) calendar days' notice given by the Director of Office of Diversity in Business Practices, meet with the Director of Office of Diversity in Business Practices and the Director of the Purchasing Department to present information and arguments pertinent to his compliance with the applicable requirements.
2. Not later than 10 calendar days after this initial meeting with the Proposer, the Director of Office of Diversity in Business Practices and the Director of the Purchasing Department-Construction shall make a written recommendation to the Deputy Chief of Facilities Management Services as to the acceptability of the SBE Subconsultant

involved which shall include a statement of the facts and reasons upon which it is based.

- a. If the Director of Office of Diversity in Business Practices and the Director of the Purchasing Department cannot Recommend Award, they will have examined the submittal of the second place Proposer or other Proposers in order of Proposal standing who have requested to remain in competition by submitting the required SBE data as defined in Paragraph 3.1, and will present the comparison to the Deputy Chief of Facilities Management for mutual recommendation to the Board for Award or rejection of all Proposals.
- b. If the recommendation is for Award, and the Deputy Chief of Facilities Management is in agreement, a recommendation for Award will be made immediately to the School Board of Palm Beach County, Florida and posted as described in another section of these documents.

3.7 AWARD OF CONTRACT

Provided the Proposer has submitted completed forms and information required by this Article of the Special Conditions and his Proposal is otherwise responsive to the solicitation, the School Board of Palm Beach County may Award the Contract to the Proposer who submits sufficient information to the School Board of Palm Beach County that he has met the Contract Goal or has made good faith effort to meet the Goal.

3.8 REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

SUBSTITUTION OF SBE SUBCONSULTANTS

3.8.1 EXCUSE FROM ENTERING SUBCONTRACTS

If prior to execution of a subcontract required by this Article, the Proposer submits a written request and demonstrates to the satisfaction of the Director of the Purchasing Department and the Director of the Office of Diversity in Business Practices that, as a result of a change in circumstances beyond his control of which he/she was not aware and could not reasonably have been aware prior to the Award of the Contract, an SBE Subconsultant who was to enter into such subcontract has not qualified, or that the SBE Subconsultant has unreasonably refused to execute the subcontract, the Proposer shall be excused from executing such Contract with that Subconsultant, who will be replaced with another acceptable Certified SBE Subconsultant, if possible (or available).

3.8.2 TERMINATION OF SUBCONTRACTS

If, after execution of a subcontract required by this Article, the Proposer submits a written request to the School Board of Palm Beach County, Florida and demonstrates to the satisfaction of the Director of the Purchasing Department and the Director of the Office of Diversity in Business Practices that, as a result of a change in circumstances beyond his control of which he was not aware prior to the date of execution of such subcontract, an SBE Subconsultant who entered into such subcontract has committed and failed to remedy a material breach of the subcontract, the Proposer may proceed to exercise such rights as may be available to him to terminate the subcontract.

3.8.3 ALTERNATIVE SUBCONTRACTS

If the Proposer is excused from preparing a subcontract under Subparagraph 3.8.1.1 or rightfully terminates a subcontract under Subparagraph 3.8.1.2 and without such subcontract the successful Proposer will not achieve the level of SBE Subconsultant

participation upon which the Contract was Awarded, the Proposer shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same Work to be performed by other Certified SBE Subconsultant(s) for a Contract amount totaling not more than the Contract amount under the excused or terminated subcontract less all amounts previously paid thereunder.

3.8.4 COMPLIANCE WITH CONTRACT GOAL

The Proposer shall be deemed to be in continued compliance with the established Goal for SBE Subconsultant Participation if following the situation described below:

- a. The Proposer shall negotiate with the next lowest Certified SBE Subconsultant, and, if necessary,
- b. The Proposer shall rebid the portion of the Work. The Proposer shall notify all current Certified SBE firms qualified to complete that portion of the Work.
- c. Prime vendors are required to notify the Office of Diversity in Business Practices immediately of any changes to District Certified SBE Subconsultant(s). Prime vendors, who are substituting SBE subconsultants must visit The Office of Diversity in Business Practices website to complete the Subconsultants/Subcontractors Substitution Form, and submit for approval. Once approved, the Proposer must complete Form 1525 listing the new SBE Subconsultant(s), and have the form notarized.

END OF SECTION

SECTION 00300

EVALUATION PROCESS

GENERAL OVERVIEW

The purpose of the Evaluation Process is to equitably judge each Proposal submitted in response to the requirements specified by the Request for Proposal. Each responsive Proposal will be evaluated by each Evaluation Committee member using the process outlined herein. Final Award is subject to approval by the School Board of Palm Beach County. All issues and questions regarding this Project shall be addressed through the Construction Purchasing Department. There shall be no communication between Committee Members or their Staff and the Proposers or their Subconsultants. Committee Members are not allowed to meet separately and discuss the Project or contents of the Proposals. The Committee Meeting for the Evaluation Process will be scheduled in accordance with *Florida Statutes* 286.011 and held at the School District of Palm Beach County.

EVALUATION PROCESS

THIS IS ESTABLISHED AS A ONE PHASE EVALUATION PROCESS.
THE COMMITTEE EVALUATES ALL RESPONSIVE PROPOSALS TO ESTABLISH THE FINAL RANKING ORDER OF THE PROPOSERS.

The Evaluation Process is divided into "Categories" that collectively represent a "Grand Total of Points Possible" as described herein. Each Evaluation Committee Member will award points using the "Point Ranges" established for each Category based upon their assessment of the Proposer's response to the requirements of the Scoring Criteria described in each Category. The points indicated as "Points Possible" are the maximum that may be awarded for each Category.

As specified in the Scoring Criteria, the Point Award for certain Categories shall be established and/or verified by Construction Purchasing or The Office of Diversity in Business Practices.

The Total Points awarded by each Committee Member for all Categories will be used to determine the Ranking Order of each Proposer by each Committee Member. The Proposer with the **highest** Point Total will be ranked 1, the next highest point total ranked 2, etc. A ranking of 1 is equal to 1 point; a ranking of 2 is equal to 2 points, etc.

The Ranking Points of each Proposer will then be tabulated from each Committee Member to establish the Top Ranked Proposer. The Proposer with the **lowest** total of Ranking Points will be #1 Top Ranked Proposer, the next lowest will be #2, etc.

TIE BREAKING PROCEDURE

When two or more Proposers are tied in ranking order following completion of the Evaluation Process the Tie Breaking Procedure shall be used for the purpose of breaking the tie between those Proposers. All previously tabulated Total Points scored by each of the Committee Members are final. No further discussion or scoring revisions shall occur. Following is the order of preference that shall be used to break the tie:

- 1. DRUG FREE WORKPLACE** - As specified in Section 287.087, *Florida Statutes*, preference shall be awarded to Proposers with Drug Free Workplace Programs. Whenever two or more Proposers are equal with regard to price, quality, and service a Proposer that certifies that it has implemented a Drug Free Workplace Program shall be given preference in the award process. In the event two or more Proposers submit Drug Free Workplace Certifications preference shall be awarded in the following order:

2. **CERTIFIED SBE** - The Proposing firm certified with the School Board of Palm Beach County as a Small Business Enterprise, as defined in Board Policy 6.143, shall be awarded preference and declared as the Top Ranking Proposer. If a tie continues, the Top Ranking Proposer shall be determined by the procedure described in 3.
3. **LOCATION** - Proposers with a business location within Palm Beach County, determined by the address specified on the Proposer's local Business Tax Certificate or receipt, shall be given preference in the award process otherwise, the tie breaker will be determined by the process described in 4.
4. **TOTAL POINTS** - The Proposer with the **highest** Cumulative Total of Points awarded for Categories 1 and 2 by all participating Scoring Committee Members will determine the #1 Ranking Proposer. If a tie continues, the Top Ranking Proposer shall be determined by the procedure described in 5.
5. **COIN TOSS** - If the tie continues, the Committee Administrator will flip a coin to break the tie. The Proposer's company name closest to the letter "A" will always be assigned heads in the coin toss.

The Proposer winning the tie will be assigned that ranking position and the Proposer losing the tie will be assigned the next ranking position:

EXAMPLE:

Final Ranking Order

- 1
- 2
- 2 = 3*

***Ranking after Tie Breaking Procedure**

POINT RANGES

The points ranges established within each Category are based upon the following formula and rounded to the nearest whole number:

- a. Fails to meet the Criteria = 0% of the Points Possible points
- b. Meets some of the Criteria = 20-40% of the total points
- c. Meets all of the Criteria = 50-70% of total points
- d. Exceeds the Criteria = 80-100% of total points

CATEGORY	EVALUATION CATEGORIES	SCORES COMPLETED BY	POINTS POSSIBLE
1	Experience of Proposer and Major Subconsultants	Committee Member	40
2	Project Team Members Experience and Willingness to Meet Schedule and Budget	Committee Member	60

3	Workload of Proposer	Committee Member	3
4	Volume of Work Previously Awarded	Construction Purchasing Department	5
5	Business Location	Construction Purchasing Department	2
6	Proposer as a Certified SBE	Office of Diversity in Business Practices	15
GRAND TOTAL OF POINTS POSSIBLE			125

CATEGORY 1 –
EXPERIENCE OF PROPOSER AND MAJOR SUBCONSULTANTS 40 POINTS POSSIBLE

SCORING CRITERIA

The Proposer should demonstrate their experience and the experience of their Major Subconsultants (MEP, Structural and Civil) in the State of Florida and with projects of similar scope and program requirements. The Proposer should demonstrate they and their Major Subconsultants have experience with the requirements set forth by the Department of Education, Florida Building Code, Florida Accessibility Codes, and other applicable requirements. Project experience should include a minimum of five (5) projects where the design was permitted not more than seven (7) years prior to the submittal of this Proposal, and include **only** those projects where the Proposer was in direct Contract with the OWNER to Perform the Work. The Proposer should also demonstrate project experience using a CM at Risk delivery method.

Attachment A (Related Experience) provided in the RFP shall be used to provide required information relative to past project experience. This information must be accurate and verifiable or the Proposer may be declared non responsive. The Proposer may provide letters of recommendation relative to their submitted related project experience. Do not submit Standard FORM 254 to supplement this information.

As available, Periodic Performance Evaluations and Completed Project Performance Evaluations for each Proposer will be provided to the Selection Committee for consideration.

Point Ranges are established as follows:

- a. Fails to meet the Criteria = 0 points
- b. Meets some of the Criteria = 8-16 points
- c. Meets all of the Criteria = 20-28 points
- d. Exceeds the Criteria = 32-40 points

CATEGORY 2 –
PROJECT TEAM MEMBERS EXPERIENCE AND WILLINGNESS TO MEET SCHEDULE AND BUDGET 60 POINTS POSSIBLE

SCORING CRITERIA

The Proposer should demonstrate the experience and availability of their Project Manager and Project ARCHITECT as well as the experience and availability of the Project Manager of the Major Subconsultants (Civil, Structural and MEP). The Proposer must verify the availability of each Project Team Member to complete the design services necessary to meet the OWNER’S Design Schedule and completion of Construction Administration. The Proposer should emphasize the Project Team’s experience in the State of Florida and with projects of similar scope and program requirements. The Proposer should identify each Project Team member’s specific role (of the person responsible for development of the Work). Proposers should demonstrate the Team Members willingness to meet schedule and budget for the Project(s) described in the Scope of Work.

The Proposer should submit concise resumes of all Project Team members. Do not submit Standard FORM 255 to supplement this information. The Proposer should provide a letter committing the availability of the Project Team throughout the duration of the Project Design Process, Construction Administration and Closeout.

Point Ranges are established as follows:

PROJECT MANAGER UP TO 20 POINTS

- a. Fails to meet the Criteria = 0 points
- b. Meets some of the Criteria = 4-8 points
- c. Meets all of the Criteria = 10-14 points
- d. Exceeds the Criteria = 16-20 points

PROJECT ARCHITECT UP TO 15 POINTS

- a. Fails to meet Criteria = 0 points
- b. Meets some of the Criteria = 3-6 points
- c. Meets all of the Criteria = 8-11 points
- d. Exceeds the Criteria = 12-15 points

MAJOR SUBCONSULTANTS PERSONNEL UP TO 25 POINTS

- a. Fails to meet Criteria = 0 points
- b. Meets some of the Criteria = 5-10 points
- c. Meets all of the Criteria = 13-18 points
- d. Exceeds the Criteria = 20-25 points

CATEGORY 3 – WORKLOAD OF THE PROPOSER UP TO 3 POINTS

SCORING CRITERIA

The Proposer shall submit a Project Summary of **all** Palm Beach County School District, Broward County School District and Miami-Dade County Public Schools projects for the 24 month period prior to the Proposal Due Date of this RFP which the Proposer has been selected and pending award, or awarded but NTP not issued, or is currently in design. The Summary shall categorize Projects by School District and list the projects from oldest to most recent.

For each project currently in design, the Proposer shall identify the Project Name, Date of Design Commencement, the Current % of Design Completion and the Date Scheduled for 100%

Construction Documents. **Note-** Design past 100% Construction Documents shall be identified as Construction Administration.

Following is an Example of this format:

School District: TBD
 Project Name: TBD
 Date of Design Commencement: Month/Day/Year
 Current % of Design Completion: TBD
 Date Scheduled for 100% Construction Documents: Month/Day/Year

For projects the Proposer has been selected but has not been awarded a Contract or the Notice to Proceed has not been issued, the Proposer shall identify the Project Name, Date of the Scheduled Award or NTP and the Date Scheduled for 100% Construction Documents.

Following is an Example of this format:

School District: TBD
 Project Name: TBD
 Date of Scheduled Award or NTP: Month/Day/Year
 Current % of Design Completion: N/A
 Date Scheduled for 100% Construction Documents: Month/Day/Year

Point Award shall be made at the discretion of the Selection Committee member based upon the following:

Description	Point Award
The Proposer’s recent, current and projected workload demonstrate that it has superior resources and manpower to execute the project that is the subject of this RFP.	= 3 Points
The Proposer’s recent, current and projected workload demonstrate that it has sufficient resources and manpower to execute the project that is the subject of this RFP.	= 2 Points
The Proposer’s recent, current and projected workload demonstrate that it does not have sufficient resources and manpower to execute the project that is the subject of this RFP.	= 0 Points

CATEGORY 4 – VOLUME OF WORK PREVIOUSLY AWARDED UP TO 5 POINTS

SCORING CRITERIA

The Volume of Work Previously Awarded shall be based upon the dollar value of **all** Contracts and Contract Amendments Awarded to the Proposer by the Palm Beach County School Board for the 24 month period prior to the Proposal Due Date of this RFP.

The Dollar Value of Contracts and Amendments pending School Board Award or work assigned under a Continuing Contract shall not be included.

The Total Dollar Value and Point Award for each Proposer shall be established by the Construction Purchasing Department.

The Point Award for this Category shall be based upon the following Total Dollar Values:

<u>Total Dollar Value</u>	<u>Point Award</u>
\$0 to \$750,000	= 5 Points
>\$750,000 to \$1.5M	= 3 Points
>\$1.5M	= 1 Point

CATEGORY 5 – BUSINESS LOCATION 2 POINTS POSSIBLE

SCORING CRITERIA

To be eligible for Point Award for this Category the Proposer must evidence it has a business location established within Palm Beach, Broward, or Miami-Dade Counties. The Proposer’s business location shall be determined by the address specified on the Proposer’s local Business Tax Certificate or receipt.

Only Proposers that evidence a business location within Palm Beach, Broward or Miami-Dade Counties will receive two (2) points for this Category.

The Business Location and Point Award for this Category shall be verified by the Construction Purchasing Department.

CATEGORY 6 – PROPOSER AS A CERTIFIED SBE 15 POINTS POSSIBLE

SCORING CRITERIA

Only a Proposer Certified as SBE by the School Board of Palm Beach County Office of Diversity in Business Practices shall be awarded points.

The School Board of Palm Beach County Office of Diversity in Business Practices shall validate the Proposer’s certification. Validation of the Proposer’s Certification shall result in award of all Points Possible; otherwise, the point award shall be zero.

The Point Award for each Proposer for Category 6 shall be established by the Office of Diversity in Business Practices.

END OF SECTION

SECTION 00600

SUPPLEMENTAL CONDITIONS

PROCEDURAL OVERVIEW

The following Supplemental Conditions are provided to supplement "The Contract between OWNER and ARCHITECT " and instruct Architects and Engineers engaged to design capital projects for the School Board of Palm Beach County. Architects and Engineers shall follow all of the procedures and requirements included herein. These procedures are subject to periodic revision and all Architects and Engineers will be furnished with updated versions of these procedures as they are issued.

These Supplemental Conditions are presented with the architectural discipline as the Prime Consultant. However, when the Consultant is an Engineering firm, the word "Engineer(s)" may be interchanged (or substituted for) with the word, "Architect(s)" in the context that is applicable to the consultant selected to perform the specific services outlined in the Scope of Services for the specific Contract.

When Articles and/or Sections of these Supplemental Conditions are determined to be not germane to the Project they shall be considered "Not Applicable," and shall be so noted prior to the execution of "The Contract Between OWNER and ARCHITECT" to which the Supplemental Conditions are made a part by reference.

PROJECT DEVELOPMENT REQUIREMENTS

- 1.** Design school sites and buildings that are functional and planned to meet all the requirements of the program, as specified in the Educational Specifications and provided during the plan review of each phase.
- 2.** That the campus and facilities be aesthetically pleasing, offer a quality learning environment, and be designed to withstand heavy use and abuse by children and employees of the OWNER.
- 3.** Develop these Projects in the most financially economical manner with careful evaluation for life-cycle costing of materials, prevailing values in the market place, materials or methods and creation of a bidding environment which creates unbiased competition.
- 4.** Adhere to the Building Department standards and its review of submitted documents.
- 5.** Establish and maintain a positive working relationship with the DOE and other regulatory groups associated with the Project.

END OF SECTION

SECTION 00700

**CONTRACT BETWEEN
OWNER AND ARCHITECT**

This CONTRACT made as of the TBD day of TBD, 20XX

Between **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, A body corporate, hereinafter referred to as "OWNER" and **TBD**, a Florida Corporation authorized to transact business in Florida, located at **TBD**, hereinafter referred to as "ARCHITECT."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

DESIGN SERVICES FOR: FACILITY RENOVATIONS AND REPAIRS AT:

PROJECT NAME: PALM BEACH CENTRAL HIGH SCHOOL
PROJECT ADDRESS: 8499 W. Forest Hill Blvd.,
Wellington, FL 33411
RFP NO.: 25C-002H
PROJECT NO.: 2631-7100

The OWNER and the ARCHITECT agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

1.1 The CONTRACT Documents consist of the CONTRACT between OWNER and ARCHITECT, Supplemental Conditions - Section 00600, contents of the Request for Proposal (RFP) and all Addenda issued prior to submittal of the Proposal and all modifications issued after, the OWNER approved Proposal submitted by the Architect in response to the RFP, District Design Criteria, District Master Specifications and Board Policies. These form the CONTRACT, and all are fully a part of the CONTRACT as if attached to this CONTRACT or repeated herein.

To the extent that any conflict exists between the provisions of the CONTRACT Documents, the order of precedence set forth above shall apply. The Board will not be bound by, or deemed liable for, any verbal or written information, communication, terms, or conditions obtained by the ARCHITECT which is not included in the CONTRACT Documents.

ARTICLE 2

SCOPE OF WORK

2.1 The ARCHITECT shall provide all design services required by the Scope of Work to complete permitted design documents within the established Design Schedule. The permitted design shall incorporate all requirements set forth in the Florida Building Code, Florida Accessibility Code, District Master Specifications, District Design Criteria and all other applicable specifications. The ARCHITECT will be required to certify the permitted design complies with one of the energy efficient and sustainable building standards per F.S. 255.2575.

2.2 The final Project Scope of Work shall be established during Contract negotiation.

2.3 Upon request from the OWNER, the ARCHITECT may be required to provide design services related to utility service, fire supply service or traffic upgrades that may be required due to unforeseen circumstances, code revisions or other requirements of local agencies or municipalities. As provided by Article 10, Par. 10.3 of the Contract, such design services shall be considered as Additional Services. Compensation for such Additional Services will be established in accordance with the Hourly Fee Schedule in Article 3, Par. 3.2 of the Contract.

2.4 Unless otherwise specified in the Scope of Work, the ARCHITECT is not responsible for studies and/or surveys necessary for the ARCHITECT to produce a completed design document.

ARTICLE 3

BASIS OF COMPENSATION

3.1 BASIC COMPENSATION

Basic Compensation is established as payment for Basic Services performed by the ARCHITECT to complete the Scope of Work. Basic Services consist of the ARCHITECT'S Responsibilities, ARCHITECT'S Basic Services and Construction Administration required by the Contract.

The Basic Compensation has been negotiated as a Lump Sum Fee as follows:

\$ _____ TBD _____

(LUMP SUM FEE WRITTEN OUT)

An initial payment of \$10 shall be made upon execution of this Contract and credited to the OWNER as part of the Lump Sum Fee.

3.1.1 Where compensation is based on a Lump Sum or percentage of Construction Cost, Progress Payments in each Design phase shall be based upon the following percentages of the total Lump Sum Fee. Progress payments shall be based upon the Completion Dates specified in the Project Design Schedule. Compensation shall be paid based upon the extent of service performed for each Phase.

- **Schematic Design (Phase I) Percent. (15%)**
- **Design Development (Phase II) Percent. (20%)**
- **Construction Documents (Phase III) Percent..... (40%)**
- **Bidding or Negotiation (Phase IV) Percent..... (5%)**
- **Construction Administration (Phase V) Percent. (18%)**
- **Acceptance of the Certificate of Final Inspection Percent. (2%)**

3.1.2 The ARCHITECT shall not be entitled to any interest on payments which may be due, but are unpaid by OWNER. ARCHITECT shall not be entitled to request interest in any Claim and/or cause of action.

3.2 FUNDS AVAILABLE FOR COMPENSATION OF ADDITIONAL SERVICES: \$ _____ TBD _____

3.2.1 Services of the ARCHITECT, authorized by the OWNER and beyond the Basic Services outlined herein, shall be compensated in accordance with the Hourly Fee Schedule. Compensation shall be in accordance with the Hourly Fee Schedule outlined below and subject to the OWNER'S desired level of representation.

HOURLY FEE SCHEDULE

Partner/Principal	\$150.00
Project Manager	\$130.00
Sr. Project Architect/Engineer	\$125.00
Project Architect/Engineer	\$100.00
CADD Operator	\$65.00
Specification Writer	\$90.00
Job Site Inspector	\$90.00
Field Representative	\$80.00
Clerical	\$45.00

3.2.2 Services of the ARCHITECT'S Consultants authorized by the OWNER and beyond the Basic and Additional Services outlined herein, shall be compensated in accordance with the direct hourly expense for such services plus a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.

3.3 FUNDS AVAILABLE FOR COMPENSATION OF REIMBURSABLE EXPENSES: TBD

Reimbursable Expenses exclude expenses incurred as part of the ARCHITECT'S Basic Services, or any Additional Services authorized by the OWNER and include only expenses incurred by the ARCHITECT and ARCHITECT'S employees and Consultants in the interest of the Project.

Reimbursable Expenses shall be reasonable and subject to the OWNER'S prior approval. Reimbursable Expenses are identified in (but not limited to) the following:

- a. Mileage reimbursement in connection with authorized travel (0.53 cents per mile).
- b. Expenses in connection with authorized out-of-county travel.
- c. Expenses, if authorized, for reproductions, postage and handling of drawings, specifications and other documents.
- d. Expenses for overtime work, if authorized in advance by the OWNER in writing.
- e. Expenses for renderings, models and mock-ups, if authorized in advance by the OWNER in writing.
- f. Expenses for Professional Responsibility Insurance and additional insurance coverage or limits requested by the OWNER in excess of that required herein.

ARTICLE 4

PROJECT DESIGN SCHEDULE

4.1 SCHEDULE FOR SUBMITTAL OF DESIGN DOCUMENTS:

Phase I - 100% Schematic Design/SV Report: JANUARY 22, 2025

Phase II - 100% Design Development: APRIL 23, 2025

Phase III - 100% Construction Documents: JULY 22, 2025

Permitted Construction Documents: SEPTEMBER 24,2025

The ARCHITECT shall develop a written schedule for the three phases of design in a scheduling format. This schedule shall identify a list of activities that show how the milestones dates for each of the three phases of design identified above will be achieved. For each milestone date, this schedule shall show start and finish dates, as well as responsibilities for each activity identified. This schedule shall be submitted to the OWNER within 10 calendar days after the date of School Board Approval of this Contract.

ARTICLE 5

CONTRACT EXECUTION & NOTICE TO PROCEED

5.1 The ARCHITECT shall not begin any services until execution of the signed Contract is approved by the School Board and the OWNER has issued a written, "Notice to Proceed". Copies of "Notices to Proceed" will be sent to the ARCHITECT. Before a "Notice to Proceed" is issued, the ARCHITECT shall submit the following to the Department of Construction-Purchasing. Any delay by the Architect in the submittal these documents shall not be cause for an extension of time of the Design Schedule:

a. The ARCHITECT'S Certificates of Insurance

1. Professional Liability
2. Auto
3. General Liability
4. Worker's Compensation

b. Letter Verifying all Consultants have been retained under Contract by the ARCHITECT and are in compliance with the Terms and Conditions of the OWNER-ARCHITECT Contract.

c. SBE Participation Letter of Intent (PBSD Form 1525)

d. Conflict of Interest Statement (Sealed and Notarized)

e. Truth in Negotiation Statement (Sealed and Notarized)

5.1.1 All Subconsultant agreements or subcontracts between the ARCHITECT and its Subconsultants shall include the following provisions:

Each Subconsultant agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Contract, and, if the Subconsultant agreement provides for arbitration of disputes, it will except from the scope of the arbitration agreement any Claims, demand causes of action, or disputes which relate to or arise from, in whole or in part, alleged professional malpractice, errors or omissions by such Subconsultant; and

Each Subconsultant agreement shall provide for a waiver of subrogation by the ARCHITECT, unless or until the OWNER has been fully compensated for any damages alleged to have been caused or contributed to, in whole or in part, by such Subconsultant.

ARTICLE 6

CONTRACT ADMINISTRATION

6.1 PRE-CONSTRUCTION MEETING

After the Construction Contract is Awarded by the School Board, the Facilities Services Department will arrange a meeting with the Project ARCHITECT, School Principal, Facility Manager, Sr. Project Administrator, Building Code Services Department, Awarded vendor and major Subconsultants to review the Project and discuss procedures.

6.2 MONTHLY PROGRESS MEETINGS

A Progress Meeting shall be held on the job site at least twice a month with the ARCHITECT, Engineers (appropriate to the stage of construction as determined by the School Board's Sr. Project Administrator), Awarded vendor, Subconsultants, and Facility Manager. The purpose of the meeting is to review the job schedule, to expedite and coordinate all Work, and to avoid delays in job progress. At the beginning of the job a regular time and date shall be established for this monthly meeting. The ARCHITECT is responsible for sending reminder notices. The ARCHITECT is also responsible for generation, distribution and highlighting any delays occurred or anticipated in the minutes.

6.3 CONTRACT AMOUNT

6.3.1 If specified equipment or materials are not available, the Awarded Vendor shall make a written request to the ARCHITECT stating the reasons for substitution together with descriptive material of the substitution and the change in cost, if any.

6.3.2 Substitutions will not be submitted for Change Order approval by the Board, however, unless one (1) of the following conditions prevails:

6.3.3 The proposed equipment or material is a superior product, and no additional cost is incurred.

6.3.4 The proposed equipment or material change is initiated by the OWNER.

6.3.5 When a situation arises in the field requiring a change in construction, the ARCHITECT shall request the Awarded Vendor for an itemized cost, prepared in accordance with the General Conditions. The ARCHITECT shall review and make a written recommendation, in accordance with Florida Statute 235.321.

6.3.6 Items requiring placement on the School Board Agenda must be submitted a minimum of 45 days before the scheduled meeting date.

6.4 CONSTRUCTION PROGRESS AND PAYMENTS

6.4.1 REPORTS

The ARCHITECT shall prepare a bi-monthly narrative report which includes the status of the Work, percentage of completion, any possible Claims for extra Work, with all appropriate backup documentation, or pending CCD's/Change Orders and any problems that exist. This report can be used to confirm any minor changes that were made in the field by the ARCHITECT, and to request information.

6.4.2 DAILY PROGRESS REPORT

If authorized by the OWNER, the ARCHITECT'S Project Representative shall prepare a written, daily Progress Report. These reports shall be submitted once a week to the OWNER.

6.4.3 EXTENSION OF TIME

The ARCHITECT will review requests for extension of time submitted by Awarded Vendor in accordance with Section 00700 of the General Conditions of the Contract between OWNER and Construction Manager at Risk Services. The ARCHITECT shall recommend the number of days, if any, to be approved, and submit within 10 days to the OWNER in writing, together with sufficient back-up material to justify the change. Final Disposition of the request for extension of time will be provided by the OWNER.

6.5 SUBSTANTIAL COMPLETION

Substantial Completion is when the building is usable for the purpose intended, life safety systems are operational, all major Work is completed, a Temporary or Final Certificate of Occupancy has been issued and only minor items have been identified and remain to be corrected. On the contracted Substantial Completion Date, the ARCHITECT shall inspect the Project and notify the OWNER in writing, whether or not the Project is substantially complete. All outstanding items must be documented and the OWNER must be notified, in writing, within 72 hours.

6.6 PAYMENTS TO AWARDED VENDOR

Awarded Vendor "Requests for Payment" shall be submitted in accordance with Contract between OWNER and Construction Manager. ARCHITECT will date stamp request for payment upon receipt from Awarded Vendor. ARCHITECT shall adhere to the timelines outlined in the Local Government Prompt Payment Act.

6.6.1 Five (5) copies of properly completed "Application and Certification for Payment" (AIA G702/703) with signatures and corporate seal shall be submitted to the ARCHITECT for review and certification. The ARCHITECT must verify that figures are correct and that the Awarded Vendor is entitled to the certified amount; sign; seal; and submit promptly to the School Board Sr. Project Administrator for review. Improperly prepared requests will be returned with explanation.

6.6.2 Meetings to review monthly requests will be scheduled in advance and attended by the General Awarded Vendor, the ARCHITECT and OWNER'S Representative.

6.6.3 The ARCHITECT will verify all partial releases of lien are in order and match to payment made with previous invoice. This shall not include verification of "Notice to Owners."

6.7 CLOSE-OUT

6.7.1 FINAL INSPECTION

The Awarded Vendor must notify the ARCHITECT, in writing, when the Project is ready for Final Inspection. The ARCHITECT will notify the Building Code Services Department and OWNER, in writing, to arrange for Final Inspection and prepare a "Punch List."

6.7.2 The ARCHITECT shall receive from the Awarded Vendor and deliver all keys, spare parts, materials, etc., to the School Board Sr. Project Administrator properly tagged and identified for distribution. A date, agreed to by all parties, shall be established for completing all items on the "Punch List."

- 6.7.3** If the Awarded Vendor calls for Final Inspection and building is not ready, neither Final Inspection nor Final Punch List shall be made.
- 6.7.4** Portions of buildings ready for use may be handled separately, but each part of the building must be inspected as an entity. Upon notification by the Awarded Vendor that the final Punch List has been corrected, the ARCHITECT shall arrange for a re-inspection.
- 6.7.5** The ARCHITECT shall notify the OWNER, in writing, when the Punch List items are 100% corrected, and submit four (4) original copies signed and sealed, (Form 209) of the Certificate of Final Inspection.
- 6.7.6** The ARCHITECT may be provided with the detail check list to assist them in Close Out and Final Inspection.

6.8 FINAL DOCUMENTATION

When the Project is 100% completed, the ARCHITECT shall submit the following to the School Board Sr. Project Administrator:

- 6.8.1** Copies of roof warranty, operating manuals, instructions and warranties for all equipment and maintenance instructions.
- 6.8.2** Complete list of equipment installed in the Project, the names of their manufacturers and associated values.
- 6.8.3** Schedules for maintenance, stating type of service and frequency, for each piece of equipment in the heating, ventilating and air conditioning system.
- 6.8.4** One (1) year written warranty for the Project by the Awarded Vendor.
- 6.8.5** Project Record Drawings supplied in an electronic format acceptable to the District with the following information: ARCHITECT Supplemental Instructions, responses to Request for Information Proposal, CCD's, Change Orders, submittal changes and as-built conditions, are to be supplied by the ARCHITECT to the Building Code Services. The ARCHITECT shall supply Record Drawings in an electronic form acceptable to the Building Code Services. The electronic drawing files furnished to the OWNER shall not be released by the OWNER for use by other Architects and Engineers, except in cases of future additions or remodels. The ARCHITECT shall not be liable for changes, additions, modifications and/or deletions made by the OWNER and/or their Representatives to electronic drawing files.
- 6.8.6** Project Record Specifications, which include Addendum, Proposal requests, CCD's, Change Orders, submittal changes and "As-Built" specification changes are to be supplied - an original copy and electronic media shall be provided.
- 6.8.7** All text documents to be submitted as electronic media as directed by the School Board.

6.9 FINAL PAYMENT

Upon submission of "Request for Final Payment," the ARCHITECT shall submit a final requisition requesting payment of retainage, together with final notarized release of liens from all Subconsultants and the prime Awarded Vendor, as well as "Consent of Surety." The

ARCHITECT shall review the same and make their recommendations for acceptance and final payment in accordance with the Terms and Conditions specified in the Contract Documents. This is to include, but not be limited to: CCD's/Change Orders, assessments for liquidated damages, assessments for non-conforming or non-completed Work or credits to OWNER or Awarded Vendor.

6.9.1 The School Board Sr. Project Administrator shall, upon receipt of the ARCHITECT'S recommendations, review same and prepare a written recommendation for official School Board's action.

6.9.2 The Awarded Vendor shall have the opportunity, upon request of the School Board Sr. Project Administrator, to meet informally with the above-referenced department to further discuss or negotiate the recommendations to the School Board. The ARCHITECT may be requested by the School Board Facility Manager to attend any meeting and to submit further information and documentation for the School Board Facility Manager's consideration.

6.9.3 Upon final approval by the School Board, final payment will be made to the Awarded Vendor and to the ARCHITECT, in accordance with the respective agreements.

6.10 FINAL COMPLETION AND FINAL PAYMENT TO CONSTRUCTION MANAGER

When the Work and the requirements of the Contract Documents are fully and finally completed, the ARCHITECT shall certify Final Completion to the OWNER, and after School Board acceptance the OWNER shall make final payment to the Awarded Vendor, subject to any set-offs as permitted in the Contract.

6.10.1 The ARCHITECT shall prepare two (2) copies of the "Certificate of Final Inspection," OEF Form 209, **on forms provided by the OWNER** and return forms to the OWNER for approval. Upon approval, the OWNER shall then submit the "Certificate of Final Inspection" to the State Department of Education. The OWNER shall make Final Payment to the Construction Manager after all legal and contractual requirements are met.

ARTICLE 7

PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the ARCHITECT'S personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits.

7.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

An initial payment as set forth in Article 3 of this Contract is the minimum payment under this Contract.

7.2.1 Subsequent payments for Basic Services shall be requested by the ARCHITECT monthly and, where applicable, shall be in proportion to services performed within each phase of service.

7.2.2 Whether compensation is based on a percentage of Construction Cost or Lump Sum, if any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable only to the extent services are performed on those portions, prior to deletion, in accordance with the schedule set forth in Article 3 of this Contract, based on (1) the lowest bona fide Bid or negotiated Proposal, or (2) if no such Bid or Proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project or agreed upon lump-sum price.

7.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the ARCHITECT'S Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the ARCHITECT'S statement of services rendered or expenses incurred and in accordance with supporting backup documentation.

7.4 PAYMENTS WITHHELD

7.4.1 No deductions shall be made from the ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Awarded Vendors, or on account of the cost of changes in the Work other than those for which the OWNER has engaged.

7.4.2 Deduction(s) shall be made from the ARCHITECT'S compensation on the failure of the ARCHITECT to provide the "Record Drawings" and accepted by the District as set forth in Article 6, Paragraph 6.8.5.

7.5 ARCHITECT'S ACCOUNTING RECORDS

7.5.1 Records of Reimbursable Expenses, beyond those provided for in Basic or Additional Services, shall be submitted to the OWNER concurrent with such requests for payment. In addition, the ARCHITECT and its Subconsultants shall be required to provide documentation on a form acceptable to the OWNER. The ARCHITECT'S invoices for Additional Services must contain an itemized statement describing the time spent, the Work performed, and the names of personnel performing the Work.

7.5.2 ARCHITECTS and Consultants shall be required to bill on not less than a monthly basis, and in no event will the ARCHITECT and/or Consultant bill for services and costs more than 90 days after the expense has occurred, otherwise such cost shall not be considered by the OWNER. Applications for payment will be submitted to the OWNER on the Professional Consultant's Payment Request attached as "**Exhibit A.**"

ARTICLE 8

ARCHITECT'S RESPONSIBILITIES

8.1 GENERAL

The ARCHITECT'S responsibilities consist of those services performed by the ARCHITECT, ARCHITECT'S employees and ARCHITECT'S Subconsultants as enumerated in in the Contract Documents and includes the following:

8.1.1 The ARCHITECT'S is responsible to insure services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ARCHITECT shall adhere to the present design schedule. The schedule includes

allowances for periods of time required for the OWNER'S review and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall not be extended by the ARCHITECT without prior notice and written approval of the OWNER.

- 8.1.2** The ARCHITECT and its Subconsultants, agents, employees and officers shall be responsible to promptly, upon notice or discovery, during any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in the drawings and specifications without additional compensation or expense to the OWNER.
- 8.1.3** The ARCHITECT shall be responsible to comply with written directives, memoranda, and Supplemental Conditions described in Section 00600, as issued by the OWNER, is hereby made a part of, and incorporated into, the terms of this Contract. If there are any conflicts between "The Contract between OWNER and ARCHITECT" and Supplemental Conditions as described in Section 00600, the OWNER-ARCHITECT Contract prevails.
- 8.1.4** It is understood between the parties that, under conditions where the OWNER deems it beneficial to the Project, the ARCHITECT may be working in coordination and cooperation with other Consultants who will be employed independently by the OWNER and responsible to the OWNER for their Work and the performance of their respective agreements with the OWNER. The ARCHITECT and its Consultants shall cooperate with the OWNER and other Consultants in a manner to assure that the Project is not adversely affected and that the Work of the ARCHITECT'S portion of the Project is carried out expeditiously.
- 8.1.5** The ARCHITECT shall be responsible for preparation of all Project Documents (Proposal Documents and Contract Modification Documents) in accordance with the requirements established by the Department of Education, the Florida Administrative Code (FAC) and the Florida Building Code (FBC) in effect at the time of the execution of this Contract and/or document review, as well as any changes in the code during the term of this Contract and Supplemental Conditions-Section 00600. The format of the documents shall be according to the latest version of the District Design Standards <https://www.PalmBeachSchools.org/BuildingDepartment/DistrictDesignStandards/>
- 8.1.6** For the design of a new school plant, the ARCHITECT is responsible for the design of the buildings and site improvements, normally accomplished under a single Contract. Design will include built-in casework and equipment. Furniture will be purchased and installed by the OWNER. Site improvements include drives, parking, yard lighting, site drainage, utilities, sprinkler system, sodding, seeding, play courts, backstops, landscaping, fencing, and communications system.
- 8.1.7** For the design of an addition or remodel to an existing school plant, the ARCHITECT is responsible for designing the building, including built-in casework and equipment; site improvements, including drives, parking, yard lighting, site drainage; and restoration of existing finished site Work damaged during construction. In all cases, the ARCHITECT is responsible for coordinating the Work necessary for installation of equipment purchased by the OWNER.
- 8.1.8** The ARCHITECT'S and Engineer's Project Documents shall include, but are not limited to, the preparation of drawings and specifications, per the District Design Standards and all other professional services the OWNER may deem necessary for the satisfactory design, construction and completion of the Project.

- 8.1.9** The ARCHITECT shall be responsible to coordinate all permitting requirements and/or document support and take all actions required by the OWNER for the approval of any re-zoning, right of way, utility easement and permitting actions as may be necessary with any city, county, state and federal agencies having jurisdiction and authority for such approvals. The ARCHITECT shall prepare required documents and coordinate all actions necessary for approvals with all architectural or plan review boards.
- 8.1.10** The ARCHITECT will incorporate OWNER approved constructability and value engineering comments into the design.
- 8.1.11** The ARCHITECT shall be responsible for ensuring the Project documents comply with the requirements of law and all applicable rules, regulations and codes including, but not limited to, City and County, the School Board Policies, Florida Building Code (FBC), and State Board of Education's Regulations.
- 8.1.12** Professional Engineers, registered in the State of Florida and acceptable to the ARCHITECT and the OWNER, shall be retained by the ARCHITECT, at their expense, to design the structural, plumbing, fire protection, mechanical, electrical and civil portions of the Project. The ARCHITECT shall require Engineer participation in all such phases of the ARCHITECT'S services and shall require the Engineers to be professionally responsible for their respective Engineering services. The ARCHITECT shall specifically require the Engineers to visit the Work under construction as often as necessary to keep informed as to the progress and quality of the Work and to guard against defects and deficiencies in the construction of the Work for which such Engineer is responsible. Use of Engineers does not in any way alter the ARCHITECT'S obligations to the OWNER.
- 8.1.13** In addition to any other duties of inspection or observation, the OWNER can require the ARCHITECT, appropriate Engineer or any other Subconsultants to visit the job site for purposes consistent with this Contract.
- 8.1.14** The ARCHITECT shall certify, to the OWNER, that the completed design meets all laws, codes, and District Requirements.
- 8.1.15** The ARCHITECT shall not utilize, nor allow utilization by its Consultants, any design/build or performance specifications without prior written authorization of the OWNER. Any authorized usage of design/build or performance specifications shall not relieve the ARCHITECT, nor its Consultant of their design responsibilities outlined herein.
- 8.1.16** The ARCHITECT shall attend all meetings of the School Board at no additional compensation as required in fulfillment of this document.

8.2 REMODEL, RENOVATION, OR ADDITION

Should the Project include remodeling, additions and/or renovations to existing facilities, the ARCHITECT shall have the responsibility to investigate the site and improvements thereon to determine the as-built condition of the existing facility prior to commencing design. The ARCHITECT shall insure their design will comport with the existing as-built facilities to insure the compatibility of the new design herein with the existing facility. This provision shall also apply to all design professionals and Subconsultants on this Project. The ARCHITECT shall review existing conditions and make recommendations for correcting existing code violations.

8.3 NEW CONSTRUCTION

Should the Project include construction of a new school, the ARCHITECT shall have the responsibility to review all existing surveys and to determine the condition of the site and property prior to commencing design. The ARCHITECT shall insure the compatibility of the new design herein inclusive of, but not limited to, any and all ordinances, code requirements and technical specifications and criteria. This provision shall also apply to all design professionals and Subconsultants on this Project.

8.4 PROGRAMMING AND ESTIMATING

The School Board has Representatives for various functions related to the fulfillment of the ARCHITECT'S services. The ARCHITECT and its Consultants shall communicate with the appropriate Representatives in the fulfillment of this Contract.

8.4.1 OWNER-ARCHITECT Contract Negotiations and Execution - The School Board Representatives shall be the Department of Construction-Purchasing.

8.4.2 "Professional Services Supplement" through the Bidding Phase - The School Board Representative shall be the Facilities Construction Department.

8.4.3 "Professional Services Supplement" -Construction Administration through Completion - The School Board Representative shall be the Facilities Construction Department.

8.4.4 Document Review, Permitting and Inspection - The School Board Representative shall be Building Code Services Department.

8.4.5 Bidding Advertisement, Pre-Bid Meetings, Bid Opening and Project Award - The School Board Representative shall be the Department of Construction-Purchasing.

8.4.6 Design Service Invoicing -through the Bidding Phase - The School Board Representative shall be the Facilities Construction Department.

8.4.7 Design Service Invoicing -Construction Administration through Completion - The School Board Representative shall be Facilities Construction Department.

8.4.8 Construction Administration - The School Board representative shall be the OWNER.

8.4.9 Project Closeout, DOE Certificate of Occupancy Submission and Final Payment - The School Board Representative shall be the Facilities Construction Department.

8.5 EDUCATIONAL SPECIFICATIONS

One (1) copy of the Educational Specifications will be furnished to the ARCHITECT for their use. The ARCHITECT shall provide all of the Educational Specifications requirements within the Established Construction Budget. If, due to extraordinary budgetary constraints, variations from Educational Specifications are required, the ARCHITECT shall outline, in writing, reasons why the requirements cannot be met and submit it to the OWNER for approval. If the OWNER Representatives concur with the ARCHITECT, then the Educational Specifications and/or Established Construction Budget will be amended by appropriate School Board personnel and formal notification of the decision will be issued to the ARCHITECT.

8.6 DISTRICT DESIGN CRITERIA

The latest version of the District Design Criteria is available on the Building Code Services WEB site. These documents outline the District design philosophies and desires for the design and construction of school building within the District. If variations from the criteria are necessary, the ARCHITECT shall outline, in writing, reasons why the requirements cannot be included and submit them to the Building Code Services Department. Interpretation and clarification will be provided by Building Code Services through the District Standards Committee.

8.7 DISTRICT MASTER SPECIFICATIONS

The latest version of the District Master Specifications will be available to the ARCHITECT for their use in preparing Contract Documents. These documents outline specific needs of the School District, and the ARCHITECT shall comply with the requirements contained therein as closely as possible within the Project Budget. If variations from the Guidelines are necessary, the ARCHITECT shall outline, in writing, reasons why the requirements cannot be included and submit them to the Building Code Services Department. Interpretation and clarification will be provided by Building Code Services through the District Standards Committee.

8.8 FOOD SERVICE STANDARDS

Food Service Standards will be included in the Educational Specifications. These standards outline specific needs of the School Board and the ARCHITECT shall comply during design. If deviations from these standards are necessary, the ARCHITECT shall outline, in writing, reasons why the standards cannot be met and submit them to the Departments of School Food Service and Building Code Services. Review and decision will be provided by the Departments of Food Service and Building.

8.9 COST CONTAINMENT

The ARCHITECT shall keep the cost of the Project within the Construction Budget established by the School Board.

8.10 CODES AND REGULATIONS

The ARCHITECT shall follow the requirements of all applicable codes, regulations, and ordinances.

8.11 MATERIAL SELECTIONS

The ARCHITECT shall adhere to the School Board's goal to construct quality facilities and build economically from the standpoint of initial cost, life-cycle cost and maintainability. Material selections shall be based not only on quality and availability, but also on simplicity of installation and proven adaptability for use in South Florida.

8.12 COMPETITIVE BIDDING

The ARCHITECT shall select materials and equipment without eliminating competition. The ARCHITECT shall specify that requests for material and equipment approvals shall be submitted in time to permit identification of approved products and issued by Addenda 14 days prior to the scheduled Proposal date.

8.13 USE OF EXISTING DRAWINGS

The School Board may lend drawings of existing schools to Architects performing remodel or addition services on a Project. The ARCHITECT shall sign a release and may be required to make a deposit assuring that all drawings will be returned in good condition. Any damage resulting from the ARCHITECT'S use of these record drawings will be deducted from the ARCHITECT'S deposit.

8.14 COLOR, TEXTURE & FINISH SELECTIONS

The ARCHITECT shall prepare two (2) complete identical color, texture and finish selection boards and schedules, including samples of materials recommended for use and submit coordinated illustrations for review and approval by the OWNER.

ARTICLE 9

ARCHITECT'S BASIC SERVICES

9.1 DEFINITION

The ARCHITECT'S Basic Services consist of those described in the Contract Documents and any other services identified in Article 3 of the Contract as part of Basic Services.

9.2 SCHEMATIC DESIGN (PHASE I)

The ARCHITECT shall review the program furnished by the OWNER, to ascertain the requirements of the Project and shall arrive at a mutual agreement as to such requirements with the OWNER as provided in District Policy, the Educational Specifications, District Design Criteria and District Master Specifications in effect at the time of Contract Execution and/or Florida Building Code (FBC).

9.2.1 The ARCHITECT shall provide a preliminary evaluation of the OWNER'S program, schedule and Construction Budget requirements, each in terms of the other, subject to the limitations set forth in Article 6.

9.2.2 The ARCHITECT shall review with the OWNER alternative and innovative approaches to design and construction of the Project.

9.2.3 The ARCHITECT shall meet with the Building and Zoning Officials and Fire Marshall to review Schematic Design Documents with those persons so as to obtain preliminary comments and limit delays to permitting for the Project.

9.2.4 Based on the mutually agreed-upon program, schedule and Construction Budget requirements, the ARCHITECT shall prepare, for approval by the OWNER, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

9.2.5 The ARCHITECT shall submit to the OWNER an estimate of probable Construction Cost based on current area, volume or other unit costs. The ARCHITECT will identify any areas of the Project that can be properly value-engineered to produce a savings in the Construction Cost.

9.2.6 The ARCHITECT shall submit a Specifications Index for review and approval by the OWNER.

9.2.7 The ARCHITECT shall submit completed Schematic Design documents for review and approval to the OWNER, according to Building Code Services policy, and to other appropriate agencies, according to applicable federal, state and local laws, codes, rules, regulations and/or ordinances including, but not limited to, local land development regulations.

9.2.8 Required deliverables include, but are not limited to: Scope/Program Verification Report, Facilities List, Statement of Probable Construction Cost, Project Schedules, Phasing of Design Plans as directed by the OWNER, Completion of permitted Construction Documents with specified Design Schedule, Life Safety/FISH Plans, FF&E Schedule & Specifications, Design Calculations, Life Cycle Cost Analysis, Color Charts and Finish Schedules.

9.3 DESIGN DEVELOPMENT (PHASE II)

Based on the approved Schematic Design documents and any adjustments authorized by the OWNER in the program and schedule or Construction Budget, the ARCHITECT shall prepare, for approval by the OWNER, design development documents consisting of documents as are required by the District Policy, Educational Specifications, District Design Criteria, and District Master Specifications in effect at the time of Contract Execution and/or by Building Code Services policy.

9.3.1 The ARCHITECT shall coordinate its Work with other agencies or utilities including, but not limited to, water, sewer, power, gas, telephone, drainage, fire and traffic.

9.3.2 The ARCHITECT shall submit completed Design Development Documents for review and approval to the OWNER, according to Florida Building Code (FBC), District Standards, and to other appropriate agencies according to applicable federal, state and local laws, codes, rules, regulations and/or ordinances.

9.3.3 Additional Design Development Scope definitions are contained in the Supplemental Conditions-Section 00600.

9.4 CONSTRUCTION DOCUMENTS (PHASE III)

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Budget authorized by the OWNER, the ARCHITECT shall prepare, for approval by the OWNER, construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project.

9.4.1 The ARCHITECT shall assist the Construction Manager in the preparation of the necessary documents for bidding the Project.

9.4.2 The ARCHITECT, on the OWNER'S behalf, shall be responsible for preparing and filing those documents required to obtain approval from all governmental and regulatory authorities having jurisdiction over the Project.

9.4.3 The OWNER, in consultation with the ARCHITECT, shall determine the duration of the Construction Contract.

9.4.4 The ARCHITECT shall prepare and submit completed Construction Documents for review and approval to the OWNER, according to District policy, and all required

agencies and regulatory authorities having jurisdiction over the Project, according to applicable laws, codes, rules, regulations and ordinances.

9.4.5 The ARCHITECT shall prepare Life Safety/FISH Plans, FF&E Schedule & Specifications, Design Calculations, Life Cycle Cost Analysis, Color Charts and Finish Schedules.

9.4.6 The ARCHITECT shall provide a Threshold Inspection Plan to be used by the OWNER'S Threshold Building Inspector pursuant to Section 109.3.6 Florida Building and Code Section 553.79 (5)(a).

9.5 BIDDING OR NEGOTIATIONS (PHASE IV)

The ARCHITECT, following the OWNER'S approval of the Construction Documents and of the latest estimate of probable Construction Cost by the Construction Manager, shall assist the Construction Manager in obtaining Bids or negotiated Proposals and make recommendations to the Construction Manager in connection with the evaluation and award of Bids or Proposals. The ARCHITECT will identify any areas of the Project that can be properly value-engineered to produce a savings in the Construction Cost. The ARCHITECT will also prepare Proposal forms which allow a responsive Proposer to indicate its alternative Proposals for value-engineered savings in the Construction Cost.

9.6 CONSTRUCTION ADMINISTRATION (PHASE V)

The ARCHITECT'S responsibility to provide Basic Services for the Construction Phase under this Contract commences with the Award of the Contract for Construction and terminates at the issuance to the OWNER of the "Final Certificate for Payment" and issuance of the "Certificate of Final Inspection", as noted in Paragraph 9.6.19 of this Contract, or 90 days after the last date of compensable Work (whether Basic or Additional) on the Project, whichever occurs later except for those further services outlined in Paragraph 9.6.18 of this Contract.

9.6.1 The ARCHITECT shall provide administration of the Contract for Construction as set forth herein and in the "OWNER-CONTRACTOR Contract" for Construction Management at Risk Services" and "General, Supplemental and Special Conditions" of the Contract for Construction.

9.6.2 The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement of the OWNER.

9.6.3 The ARCHITECT shall have authority to act on behalf of the OWNER only to the extent provided in this Contract unless otherwise modified by written instrument.

9.6.4 The ARCHITECT and its Subconsultants shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The ARCHITECT and its Subconsultants shall be required to make such on-site inspections to check the quality and quantity of the Work for certification of payment requests and to guard the OWNER against defects and deficiencies in the Work. On the basis of such on-site inspections and observations, the ARCHITECT shall keep the OWNER informed of the progress and quality of the Work. More extensive site representation may be agreed to as an additional service.

9.6.5 The ARCHITECT shall not have control over or charge of and shall not be responsible

for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Awarded Vendor's responsibility under the Contract for Construction. The ARCHITECT shall not be responsible for the Awarded Vendor's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall not have control over or charge of acts or omissions of the Awarded Vendor, Subconsultants, or their agents or employees, or of any other persons performing portions of the Work.

- 9.6.6** The ARCHITECT shall at all times have access to the Work wherever it is in preparation or progress.
- 9.6.7** The OWNER and Awarded Vendor shall endeavor to communicate through the ARCHITECT. Communications by and with the ARCHITECT'S Consultants shall be through the ARCHITECT.
- 9.6.8** Based on the ARCHITECT'S and its Consultants' observations, inspections and evaluations of the Awarded Vendor's "Applications for Payment", the ARCHITECT shall review and certify the amounts due the Awarded Vendor.
- 9.6.9** The ARCHITECT'S "Certificate for Payment" shall constitute a representation to the OWNER, based on the ARCHITECT'S and its Subconsultants' observations and inspections at the site and on the data comprising the Awarded Vendor's "Application for Payment," that the Work has progressed to the point indicated and that, to the best of the ARCHITECT'S knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the ARCHITECT at the time of the certification for payment. The issuance of a "Certificate for Payment" shall further constitute a representation that the Awarded Vendor is entitled to payment in the amount certified.
- 9.6.10** The ARCHITECT shall have authority to reject Work which does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable for implementation of the intent of the Contract Documents, the ARCHITECT will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
- 9.6.11** The ARCHITECT shall review and approve or take other appropriate action upon Awarded Vendor's submittals such as shop drawings, product data and samples to ensure they are consistent with the specifications and design in the Contract Documents. OWNER shall be entitled to rely upon the approval of the ARCHITECT that the Shop Drawings, Product Data, and Samples approved by ARCHITECT conform with the specifications and design specified in the Contract Documents, as amended. The ARCHITECT'S action shall be taken with such reasonable promptness as to cause no delay in the Work, and in any event, shall be performed within the time period required in the Contract Documents. The ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the

materials, systems or equipment will meet the performance criteria required by the Contract Documents. In no event shall the ARCHITECT'S action exceed 20 days in length.

- 9.6.12** The ARCHITECT shall prepare "Change Order Proposal Requests" (COPR) and "Construction Change Directives" (CCD), 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 not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 9.6.13** The ARCHITECT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; and shall receive and forward to the OWNER for the OWNER'S approval and records, written warranties and related documents required by the Contract Documents and assembled by the Awarded Vendor, and shall issue a final "Certificate for Payment" upon compliance with the requirements of the Contract Documents and all other requirements of the Department of Education's Education Facilities Technical Assistance.
- 9.6.14** At the time that the Project (or phase of the Project) is determined to be Substantially Complete and ready for inspection, the ARCHITECT, OWNER and Construction Manager shall jointly inspect the Work and develop a comprehensive list of all items that are required for satisfactory Final Completion of the Work. Following that inspection, the ARCHITECT shall provide to the Construction Manager and the OWNER, a comprehensive list of items that must be rendered complete, satisfactory and acceptable the construction services purchased by the School Board. The list must be provided within 30 days if the Project construction cost is \$10,000,000 or less and within 60 days if the Project construction cost is more than \$10,000,000.
- 9.6.15** The ARCHITECT shall assist the OWNER in analyzing matters concerning performance of the Awarded Vendor under the requirements of the Contract Documents.
- 9.6.16** The ARCHITECT shall provide clarifications and interpretations, requested by the Awarded Vendor, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. The response shall be in writing or in the form of drawings.
- 9.6.17** The ARCHITECT'S recommendations on matters relating to aesthetic effects shall be submitted to the OWNER for disposition.
- 9.6.18** The ARCHITECT shall accompany the OWNER'S Representative to inspect the Project, at a date not less than 30 days prior to the date of expiration of the Awarded Vendor's one-year guarantee warranty period; and the ARCHITECT shall prepare a list of deficiencies which the Awarded Vendor shall correct under the conditions of the warranty and guarantees.
- 9.6.19** The ARCHITECT shall, at the completion of the Project, submit to OWNER, a "Certificate of Final Inspection", which shall constitute a representation by the ARCHITECT that the Project is fully complete, that all Punch List items have been corrected and all documents or drawings required of the Awarded Vendor have been reviewed and approved. The ARCHITECT shall furnish such other certificates as may be required by laws and regulations.
- 9.6.20** Changes and modifications to the Project Work recorded by the Awarded Vendor on

marked-up prints, drawings and other data shall be kept current by the Awarded Vendor and shall be reviewed by the ARCHITECT every two (2) weeks during the Construction Phase. Certification of this review shall be provided with each request for payment to the OWNER.

9.6.21 Substantial Completion is when the building or facility is usable for the purpose intended, life safety systems are operational, all major Work is completed and only minor items have been identified and remain to be corrected. The building or facility cannot be considered usable prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the District Building Code Services. The ARCHITECT is responsible for review and approval of all record drawings submitted by the Awarded Vendor to the OWNER.

9.6.22 The ARCHITECT shall insure and oversee the Construction Contract is adhered to by the Construction Manager, including but not limited to, transfer of Buy Out savings, contingency status, CUA, ASI, CCD and COPR. ARCHITECT shall provide the correct Pay application requirements including proper lien waivers and advise OWNER of any Contract discrepancies monthly.

ARTICLE 10

ADDITIONAL SERVICES

10.1 GENERAL

The services described in this Article 10, Paragraph 10.2 are not included in Basic Services and shall be paid for by the OWNER as provided in Article 9 in addition to the compensation for Basic Services. The services described under Article 10, Paragraphs 10.2 and 10.4 shall only be provided if authorized or confirmed in writing by the OWNER. If services described under Additional Services in Article 10, Paragraph 10.3 are required due to circumstances beyond the ARCHITECT'S control, the ARCHITECT must notify the OWNER and receive approval from the OWNER prior to commencing such services.

If the OWNER deems that such services described under Article 10, Paragraph 10.3 are not required, the OWNER shall give prompt written notice to the ARCHITECT. If the OWNER indicates in writing that all or part of such Additional Services are not required, the ARCHITECT shall have no obligation to provide those services.

10.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

If representation at the site is required by reasons other than for purposes of fulfilling the obligations described in Article 10.3, the ARCHITECT may provide one (1) or more Project Representatives to assist in carrying out such additional on-site responsibilities, upon written approval by the OWNER.

10.2.1 Project Representatives, if utilized, shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the OWNER. Any proposed Project Representative shall be presented to the OWNER, with credentials, for review and approval. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in "ARCHITECT'S Project Representative - Duties, Responsibilities and Limitations," as adopted by the OWNER, unless otherwise agreed.

10.2.2 Through the inspections and observations by such Project Representatives, the

ARCHITECT shall provide further protection for the OWNER against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Contract.

10.3 ADDITIONAL SERVICES

Making revisions in drawings, specifications or other documents when such revisions are:

- a. Inconsistent with approvals or instructions previously given by the OWNER, including revisions requested by the OWNER related to the Scope of Work for the Project;
- b. Required by the unforeseen enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- c. Due to changes required as a result of the OWNER'S repeated failure after written request to render decisions in a timely manner.

10.3.1 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Article 9.

10.3.2 Preparing drawings, specifications and other documentation and supporting data, evaluating Awarded Vendor's Proposals, and providing other services in connection with CCD's (Construction Change Directives) and/or CO's (Change Orders) originated by the OWNER as a result of a change in scope of services.

10.3.3 Providing consultation concerning replacement of Work damaged by fire or other causes during construction, and furnishing services required in connection with the replacement of such Work.

10.3.4 Providing additional services made necessary by the default of the Awarded Vendor, except to the extent such default is based on failure to perform in accordance with the Contract Documents that was reasonably discoverable by the ARCHITECT in the discharge of the ARCHITECT'S obligations.

10.3.5 Providing services in connection with legal proceedings to which the ARCHITECT is not a party, provided that the number of Claims submitted by the ARCHITECT or others exceed by more than 50% the industry standard number of bona fide Claims for the Scope of Work in dispute in the area where the Project is located, and provided that ARCHITECT provides OWNER written notice if the number of Claims is in excess of the above standard. The ARCHITECT shall not be entitled to additional payment for attending School Board meetings, as may be required in connection with legal proceedings.

10.3.6 Nothing shall require the OWNER to pay the ARCHITECT for changes in the Contract Documents as a result of the errors or omissions of the ARCHITECT or its Consultants as determined by the OWNER, after meeting with the ARCHITECT.

10.4 OTHER ADDITIONAL SERVICES

10.4.1 Providing the OWNER'S program requirements of the Project.

- 10.4.2** Providing financial feasibility or other special studies.
- 10.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 10.4.4** Providing special surveys and environmental studies.
- 10.4.5** Providing coordination of construction performed by the separate Awarded Vendors or by the OWNER'S own forces and coordination of services required in connection with construction performed and equipment supplied by the OWNER.
- 10.4.6** Providing detailed estimates of Construction Cost.
- 10.4.7** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 10.4.8** Providing services for planning tenant or rental spaces.
- 10.4.9** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 10.4.10** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 10.4.11** Providing services, after issuance to the OWNER of the "Final Certificate for Payment," and "Certificate of Final Inspection."
- 10.4.12** Providing any other services not otherwise included in this Contract.

ARTICLE 11

OWNER'S RESPONSIBILITY

- 11.1** The OWNER shall provide full information regarding requirements for the Project, including a program which shall set forth the OWNER'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, and systems and site requirements.
- 11.2** The OWNER shall establish and update an overall budget for the Project, including the Construction Cost, the OWNER'S other costs and reasonable contingencies related to all of these costs.
- 11.3** If requested by the ARCHITECT, the OWNER shall furnish evidence that financial arrangements have been made to fulfill the OWNER'S obligations under this Contract.
- 11.4** The OWNER shall designate Representative(s) authorized to act on the OWNER'S behalf with respect to the Project and this Contract. The OWNER or such Authorized Representatives shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT'S services.
- 11.5** The OWNER shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys,

pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project Benchmark.

- 11.6** The OWNER shall furnish the services of Geotechnical Engineers when such services are requested by the ARCHITECT. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 11.7** The OWNER shall furnish the services of other Consultants, besides those specified in this Paragraph, when such services are reasonably required by the Project requirements and agreed to by the ARCHITECT and OWNER in writing.
- 11.8** The OWNER shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 11.9** The OWNER shall furnish all accounting, auditing and insurance counseling services the OWNER may require for the Project.
- 11.10** The services, information, surveys and reports required by Article 11, Paragraphs 11.5 through 11.8 shall be furnished at the OWNER'S expense, and the ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.
- 11.11** Prompt written notice shall be given by the OWNER to the ARCHITECT if the OWNER becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 11.12** The proposed language of certificates or certifications requested of the ARCHITECT or its consultants shall be submitted to the ARCHITECT for review and approval at least five (5) days prior to execution.
- 11.13** The OWNER shall reimburse the ARCHITECT for filing fees for documents submitted for review and approval.

ARTICLE 12

CONSTRUCTION COST

12.1 DEFINITION

The Construction Cost shall be the total cost or estimate of probable cost, as approved by the OWNER, of all elements of the Project designed or specified by the ARCHITECT.

- 12.1.1** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the OWNER and equipment designed, specified selected or specially provided for by the ARCHITECT, plus a reasonable allowance for the Awarded Vendor's overhead and profit. In addition, a reasonable allowance for contingencies may be included for market conditions at the time of bidding and for changes in the Work during construction.

12.1.2 Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT'S Consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the OWNER as provided in Article 11 of this Contract.

12.2 RESPONSIBILITY FOR CONSTRUCTION COST

Evaluations of the OWNER'S Project Budget, estimate of probable Construction Cost and detailed estimates of Construction Cost, if any, prepared by the ARCHITECT, represent the ARCHITECT'S best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ARCHITECT nor the OWNER has control over the cost of labor, materials or equipment, over the Awarded Vendor's methods of determining Bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that Bids or negotiated prices will not vary from the OWNER'S Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ARCHITECT.

12.2.1 No fixed limit of Construction Cost shall be established as a condition of this Contract by the furnishing, proposal or establishment of a Project Budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the ARCHITECT shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate Bids to adjust the Construction Cost to the fixed limit. These decisions shall not conflict with the District Master Specifications in effect at the time of Contract Execution or minimum material and/or performance standards. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

12.2.2 If the Bidding Phase has not commenced within 90 days after the ARCHITECT submits the Construction Documents to the OWNER, any Project Budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the OWNER and the date on which Proposals are sought.

12.2.3 If a fixed limit of Construction Cost is exceeded by the lowest bona fide Bid or negotiated Proposal, the OWNER shall:

1. Give written approval of an increase in such fixed limit; or
2. Authorize rebidding or renegotiating of the Project within a reasonable time; or
3. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost; or
4. Require the ARCHITECT to redesign the Project to reduce the Construction Cost at no additional fee to the OWNER; or
5. Terminate in accordance with Article 15 of the Contract, if the Project is abandoned; or

6. Terminate this Contract for convenience in accordance with Article 15 of the Contract.

12.2.4 If the OWNER chooses to proceed under Paragraph 12.2 of this Contract, the ARCHITECT, without additional charge, shall revise the Contract Documents as necessary to comply with the fixed limit. The revisions of Contract Documents shall be the limit of the ARCHITECT'S responsibility arising out of the establishment of a fixed limit. The ARCHITECT shall be entitled to compensation in accordance with this Contract for all services performed whether or not the Construction Phase has commenced.

ARTICLE 13

USE OF THE ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

13.1 The ARCHITECT acknowledges that any Work prepared by the ARCHITECT under this Contract shall be considered a Work for Hire and the exclusive property of OWNER. To the extent such Work may not be deemed a Work for Hire under applicable law, the ARCHITECT hereby assigns to OWNER all right, title and interest in and to ARCHITECT'S copyright for such Work. The ARCHITECT shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonable request, including, without limitation, executing and filing, at OWNER'S expense, copyright applications, assignments and other documents required for the protection of OWNER'S right to such materials.

13.1.1 The ARCHITECT represents that it has the exclusive right, title, and interest in and to the drawings, specifications and other documents prepared by the ARCHITECT for this Project ("materials") and the exclusive right to provide and/or license the materials. The ARCHITECT further represents that if the materials are the subject of a patent, copyright, service mark, or trademark registration, ARCHITECT holds the sole and exclusive rights under such applicable registrations in and to the materials. ARCHITECT agrees to indemnify, defend, and hold harmless OWNER from and against any and all Claims made by and any third party, including costs in connection with the defense thereof, resulting from any alleged patent, trademark, service mark, or copyright infringement by OWNER'S use of the materials in accordance with this Contract.

13.1.2 The ARCHITECT shall pay all royalties and license fees. It shall defend all suits or Claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof, if the ARCHITECT has a reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss.

13.1.3 The ARCHITECT acknowledges that any Work prepared by the ARCHITECT under this Contract shall be considered a Work for Hire and the exclusive property of OWNER. To the extent such Work may not be deemed a Work for Hire under applicable law, ARCHITECT hereby assigns to OWNER all right, title and interest in and to ARCHITECT'S copyright for such Work. The ARCHITECT shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonable request, including, without limitation, executing and filing, at OWNER'S expense, copyright applications, assignments and other documents required for the protection of OWNER'S right to such materials. The OWNER shall have a perpetual and nonexclusive license to use the drawings and specifications for construction, maintenance, and additions relating to the Project, even if this Contract is terminated or the parties are in default, provided that OWNER has tendered payment to the

ARCHITECT for all services associated with creating such drawings and specifications.

- 13.1.4** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project should not be construed as publication in derogation of the ARCHITECT'S reserved rights.
- 13.1.5** The ARCHITECT will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.

13.2 REUSE OF DESIGN

The ARCHITECT, as a material matter and inducement to the entry of this contract, and in consideration for the payment specified herein, acknowledges, assigns, and grants the OWNER an exclusive, irrevocable, and perpetual right and license to use or reuse existing plans, drawings, specifications, and other materials or instruments of service prepared by the ARCHITECT or its Subconsultant on an existing or prior Project for use by the OWNER or reuse in accordance with Section 287.055 (10), *Florida Statutes*, and such use or reuse shall not be considered procurement of professional services for a Project or a specific Project Contract Award.

- 13.2.1** When the OWNER authorizes the reuse of drawings and specifications, the ARCHITECT shall be entitled to a Base Fee for reuse of no more than two percent (2%) or less (to be negotiated) of the Approved Budget for Construction of the Project for which the reuse is authorized.
- 13.2.2** The Base Fee for Reuse shall be the lump sum amount as agreed upon compensation for use of the ARCHITECT'S permitted drawings and specifications for this Project (reuse Design) and shall be paid as specified in Article 13, Paragraph 13.2.1 of this Contract.
- 13.2.3** The ARCHITECT shall be entitled to an additional level of compensation for only those services required to comply with applicable code revisions, necessary changes requested by the OWNER, adaptation of the Reuse Design to a specific site and construction administration. Additional services as required and described herein, shall be defined and negotiated at such time as the reuse is authorized by the OWNER.

ARTICLE 14

BUILDING PERMIT DOCUMENTATION REQUIREMENTS

- 14.1** Please refer to the Building Code Services website for Documents, Procedures, District Design Criteria and District Master Specifications.
(<https://www.PalmBeachSchools.org/BuildingDepartment/DistrictDesignStandards/>)

ARTICLE 15

TERMINATION, SUSPENSION OR ABANDONMENT

- 15.1** This Contract may be terminated by the OWNER for convenience at any time, and the amount due and owing the ARCHITECT shall be fees for services rendered up to the date of termination

together with actual reimbursable(s). However, the ARCHITECT shall not be entitled to lost profits or payment for uncompleted Work.

- 15.2** This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination.
- 15.3** This Contract may be terminated by the OWNER upon not less than seven (7) days written notice to the ARCHITECT in the event that the Project is permanently abandoned. If the Project is abandoned by the OWNER for more than 180 consecutive days, the ARCHITECT may terminate this Contract by giving written notice.
- 15.4** If the Project is suspended by the OWNER for more than 90 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation shall be adjusted by the OWNER to provide for reasonable expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 15.5** Subject to the OWNER'S rights under this Contract, failure of the OWNER to make payments to the ARCHITECT in accordance with this Contract shall be considered substantial nonperformance and cause for termination.
- 15.6** Subject to the OWNER'S rights under this Contract, if the OWNER fails to make payment when due the ARCHITECT for undisputed, full and properly documented services and expenses, the ARCHITECT may, upon seven (7) days written notice to the OWNER, suspend performance of services under this Contract. Unless payment in full is received by the ARCHITECT within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

15.7 FUNDING OUT

Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the Contracts.

It is necessary that fiscal funding out provisions be included in all Proposals in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Request for Proposal and must be agreed to by all Proposers:

The Board or its designee may, during the Contract Period, terminate or discontinue the items covered in this Proposal for lack of appropriated funds upon the same Terms and Conditions.

Such prior written notice will state:

- a. The lack of appropriated funds is the reason for termination, and
- b. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this Proposal from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

- 15.8** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A-323
West Palm Beach, FL 33406

With a copy to: Office of the General Counsel
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C-331
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C-306
West Palm Beach, FL 33406

To Architect: TBD

ARTICLE 16

DEFAULT AND INDEMNITY

- 16.1** In the event the ARCHITECT should breach this Contract, the OWNER reserves the right to seek all remedies in law and/or in equity.
- 16.2** To the fullest extent permitted by law, the ARCHITECT shall indemnify, defend and hold harmless the School Board (Board), its officers, agents, volunteers, and employees from and against all Claims, damages, losses and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s), and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of the ARCHITECT'S professional Work or services under this Contract, including but not limited to any Claim, damage, loss or expense attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom or any actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court, liens, Claims or actions made by the ARCHITECT, the ARCHITECT'S Subcontractors, and/or Subconsultants or other party performing the Work, to the extent caused in whole or part by the actual or alleged negligent acts, errors, omissions of the ARCHITECT, ARCHITECT'S Consultants or Subcontractor(s), or anyone directly or indirectly employed or hired by the ARCHITECT, or anyone for whose acts the ARCHITECT may be liable.
- 16.3** The Board reserves the right, but not the obligation to participate in defense without relieving the ARCHITECT of any obligation hereunder. The ARCHITECT agrees to investigate, respond,

adjust and provide a defense for, all and any such Claims, demands and actions at the ARCHITECT'S sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such Claim is groundless, false or fraudulent. The ARCHITECT will provide reasonable assurance to Board of its financial capacity to assume the defense of such proceeding with counsel satisfactory to Board and, if the ARCHITECT assumes the defense of a proceeding, then no compromise or settlement of such Claims may be effected by the ARCHITECT without Board's consent, unless (i) there is no finding or admission of any violation of laws or regulations or any violation of the rights of Board, (ii) the compromise or settlement will have no effect on any other Claims that may be made against Board, and (iii) the sole relief provided is monetary damages that are paid in full by the ARCHITECT. Board will have no liability or responsibility to the ARCHITECT or any third-party with respect to any compromise or settlement of such Claims effected without its consent.

- 16.4** ARCHITECT acknowledges that Board would not enter into this Contract without this indemnification of Board by the ARCHITECT, and that Board's entering into this Contract shall constitute good and sufficient consideration for this indemnification. The parties mutually acknowledge the amount of indemnity provided for herein is equal to the limits of aggregate insurance provided under this Contract or \$1,000,000, whichever is greater. The Board and ARCHITECT both acknowledge the monetary limitation referenced above bears a reasonable commercial relationship to this Contract and is part of the Project Specifications or Proposal Documents, if any. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the Board's rights, privileges, and immunities as set forth in *Florida Statutes 768.28*.
- 16.5** The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the ARCHITECT under Workers' Compensation Acts, Disability Benefit Acts, other Employee Benefit Acts, or any statutory bar.
- 16.6** ARCHITECT recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. Should any word, phrase, or part of this article be considered or declared invalid or void by a court of competent jurisdiction or by statute, then such part or portion of these Articles should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 17

INSURANCE REQUIREMENTS

- 17.1** The ARCHITECT shall perform no services under this Contract until the OWNER has approved the "Certificates of Insurance," policy or policies, and/or endorsements required under this Section and a "Notice to Proceed" is issued.

Where applicable the insurance required of the ARCHITECT shall include a waiver of subrogation in favor of the OWNER.

17.2 COMMERCIAL GENERAL LIABILITY INSURANCE

The minimum limits of coverage shall be \$1,000,000 per occurrence, \$2,000,000 General Aggregate based on Project specific dollar amounts. Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents. Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent
- Primary and noncontributory – CG 2001 or its equivalent

NOTE: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

The ARCHITECT shall purchase and maintain such insurance that will protect him from Claims set forth below which may arise out of or result from the ARCHITECT'S operations under the Contract, whether such operations be by himself or by any Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurers providing the insurance required by this Contract must meet the following minimum requirements:

- a. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and
- b. Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.
- c. **The School Board of Palm Beach County must be named as an "Additional Insured" on the Commercial General Liability and Business Auto Liability and the Builder's Risk if required in this Contract.** Certificates shall be filed with the School Board by the ARCHITECT prior to commencement of the Work.
- d. The ARCHITECT shall notify the School Board of any change in coverage or any cancellation of any insurance within 30 days. Certificates of Insurance for the Commercial General Liability, Business Auto Liability and the Builder's Risk, must have the School Board of Palm Beach County as an additional insured in connection with the work contracted to the ARCHITECT. This insurance applies separately to the School Board except with respect to limits of liability. The ARCHITECT'S insurance is primary to rather than contributory with any insurance or self-insurance carried by the School Board.
- e. Any required deviation to the insurance Contract Terms, conditions or limits need to be approved by the Risk and Benefits Management Department. Any Projects involving Design Professionals (i.e. Architects, Engineers) shall also have Professional Liability requirements in the Contract.
- f. The ARCHITECT shall not charge a markup or fee of any type on any insurance policies required herein.

17.3 WORKERS' COMPENSATION

The ARCHITECT shall be in compliance with Chapter 440, *Florida Statutes*. Employers' Liability shall have minimum limits of:

Employers' Liability – insurance coverage with limits as follows:

- a) \$500,000 - Bodily Injury by Accident for each accident
- b) \$500,000 - Bodily Injury by Disease, policy limit
- c) \$500,000 - Bodily Injury by Disease, each employee

The ARCHITECT waives all rights of subrogation against the School Board and its agents, officers, directors and employees for recovery of Claims for bodily injury to the extent these injuries are covered by the Workers' Compensation and Employers' Liability Insurance pursuant to this Contract.

17.4 BUSINESS AUTOMOBILE LIABILITY

The ARCHITECT shall procure and maintain, for the life of the Contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be at least \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

17.4.1 In the event the ARCHITECT does not own any vehicles, we require an affidavit signed by the ARCHITECT indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this Contract, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

17.4.2 The ARCHITECT and its Insurance Company waive all rights against the School Board, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto insurance.

17.5 PROFESSIONAL LIABILITY INSURANCE

Certificates of Insurance shall be filed with the OWNER by the ARCHITECT prior to commencement of the Work. As a part of Basic Services, the ARCHITECT, throughout the period covered by the Contract, shall carry Professional Liability Insurance for their design service and provide the OWNER with proof of coverage before final execution of the Contract can occur. The ARCHITECT will be the named insured for this policy unless otherwise approved by the OWNER. The ARCHITECT shall maintain said insurance in an amount not less than \$1,000,000.

17.5.1 The ARCHITECT is responsible for the deductible amount and the ARCHITECT remains liable to the OWNER for any damages. The ARCHITECT shall deliver the Binder or "Certificate of Insurance" prior to the execution of this Contract, demonstrating the required coverage is bound by an Insurance Company rated A- VIII or higher and approved by the Insurance Commission to do business in the State of Florida. The ARCHITECT shall notify the School Board of any change in coverage or any cancellation of any insurance within 30 days. The Professional Liability coverage shall include a discovery period for reporting Claims of not less than 36 months from the ARCHITECT'S issuance of "Certificate of Final Inspection". The deductible or self-insured retention not to exceed \$25,000. The deductible shall be the sole responsibility of the ARCHITECT. The foregoing Professional Liability policy may not

be a “declining balance for defense costs” policy. For policies written on a Claims-Made basis, ARCHITECT warrants the Prior Acts or Retroactive Date equals or precedes the effective date of this Contract. The Professional Liability policy must be continued or tail coverage provided for three (3) years after completion of the Contract. Provision of this ‘tail coverage’ is a material inducement to entry of this Contract.

- 17.5.2** The Professional Liability Insurance shall include all Subconsultants contracted by the ARCHITECT within the scope of Professional Liability coverage for the amounts stated above.

17.6 SUBCONSULTANT INSURANCE REQUIREMENTS

- 17.6.1** In the event that Subconsultants used by the ARCHITECT do not have insurance or do not meet the insurance limits, the ARCHITECT shall indemnify, hold harmless and defend the School Board for any Claim in excess of the Subconsultants' insurance coverage, arising out of negligent acts, errors or omissions of the Subconsultant.

- 17.6.2** The required insurance shall be subject to the approval of the ARCHITECT/Engineer, but any acceptance of insurance certificates by ARCHITECT/Engineer shall in no way limit or relieve Subconsultant of the duties and responsibilities stipulated in the Subconsultant Agreement. If higher limits or other forms of insurance (e.g., Professional Liability, Aircraft Insurance, Builders Risk, Hazardous Materials or Pollution Liability) are required by the OWNER, Subconsultant will comply with such requirements. OWNER or ARCHITECT/Engineer may take such steps as necessary to assure Subconsultants compliance with insurance requirements. In the event Subconsultant fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, ARCHITECT/Engineer may maintain such coverage and charge the expense to Subconsultant, terminate this agreement and/or withhold payment.

ARTICLE 18

SMALL BUSINESS ENTERPRISE (SBE) FIRMS

- 18.1** The School Board encourages participation by Small Business Enterprise (SBE) firms. The School Board encourages Consultants to provide a **minimum of 15%** participation by School Board of Palm Beach County certified SBEs for procurement of contractual services with the School Board. Consultant shall provide documentation as request by the Office of Diversity in Business Practices:

- a. SBE Participation Letter of Intent - **PBSD Form 1525**
- b. Copy of current SBE certificate
- c. Subconsultants, Subcontractor & Vendor Participation - **PBSD Form 1526**
- d. Good Faith Documentation
- e. Final Release and Verification of Payment - **PBSD Form 1621**

18.2 B2GNOW COMPLIANCE REPORTING SYSTEM

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. The B2GNow Reporting System replaces the SCHOOL BOARD’S Professional and Construction Services Utilization report, Form PBSD 1528 and

Partial Release of Claims and Waiver of Lien and/or Verification of Payment, Form 1620. Paper copies of PBS Form 1528 and 1620 will not be accepted. This Contract is subject to compliance tracking and ARCHITECT shall use the B2GNow secure web-based system to submit Project specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

ARCHITECT understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project specific records, respond to any noted instructions and/or information requests. ARCHITECT agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance-related data electronically to the B2GNow Reporting System. ARCHITECT further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

ARCHITECT understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the ARCHITECT and/or its Subconsultants/Subcontractors and ARCHITECT agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. ARCHITECT understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to the ARCHITECT by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://PalmBeachSchools.DiversityCompliance.com/>. The ARCHITECT shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. ARCHITECT agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

ARTICLE 19

PUBLIC RECORDS REQUIREMENTS

19.1 PUBLIC RECORDS

- a) The ARCHITECT is required to keep and maintain Public Records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this Contract.
- b) Upon request from the Board's custodian of Public Records, provide the Board 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 Responder does not transfer the records to the Board.

- d) Upon completion of the Contract, transfer, at no cost, to the Board all Public Records in possession of the Responder or keep and maintain Public Records required by the Board to perform the service. If the ARCHITECT transfers all Public Records to the Board upon completion of the Contract, the ARCHITECT shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records Disclosure Requirements. If the ARCHITECT keeps and maintains Public Records upon completion of the Contract, the ARCHITECT shall meet all applicable requirements for retaining Public Records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of Public Records, in a format that is compatible with the information technology systems of the Board.
- e) Failure of ARCHITECT to abide by the terms of this provision shall be deemed a material breach of this Contract. This provision shall survive any termination or expiration of this Contract. In the event of a dispute regarding the enforcement of this provision where the Proposer has unlawfully refused to comply with the Public Records Request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.07(1), *Florida Statutes*. If the ARCHITECT has questions regarding the application of Ch. 119, *Florida Statutes*, to the ARCHITECT'S duty to provide Public Records relating to this Contract, they must contact the Public Records Management Coordinator for the School District at PublicRecords@PalmBeachSchools.org

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, *FLORIDA STATUTES* TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PublicRecords@PalmBeachSchools.org OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL 33406.

- 19.2** The School District will provide ARCHITECT with prompt notice by phone and/or email of any request for Public Records in which that ARCHITECT has claimed an exemption information being a Trade Secret so that the ARCHITECT may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the ARCHITECT elects not to seek an appropriate protective order or is unable to obtain such an order within no later than 10 business days following receipt of notice, the ARCHITECT agrees and consents that the School District shall be permitted to respond to the Public Records Request with the response not being deemed a breach by the School Board of its obligations under the Contract, or the *Florida Statutes*, governing Trade Secret exemptions. The ARCHITECT would then be waiving any rights relating to Trade Secrets under Florida law. ARCHITECT agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by School Board as a result of the School District's providing the records in response to the Public Records Request or withholding them based on ARCHITECT'S assertion of the Trade Secret exemption. The indemnification provisions survive the School Board's Award of the Contract and remain as long as the Trade Secret data is in the possession of the School Board.

ARTICLE 20

ASSIGNMENT

- 20.1** The OWNER and ARCHITECT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. The ARCHITECT shall not sublet, subcontract, assign transfer, convey or otherwise dispose of the Contract or any of its rights, title or interest therein, or its power to execute such Contract to any person, firm or corporation without the prior written consent of the School Board. Nor shall the ARCHITECT, as a whole or in part for any reason or purpose, pass through Claims of Subconsultants/Subcontractors without written consent of the OWNER, nor shall ARCHITECT assign any monies due or become due to it hereunder, without previous written consent of the OWNER.

The ARCHITECT will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.

ARTICLE 21

DEBARMENT

- 21.1** The OWNER shall have the authority to debar a person/corporation for cause for consideration or award of future Contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

ARTICLE 22

DISPUTE RESOLUTION/STEP NEGOTIATIONS/MEDIATION AND LITIGATION

22.1 DISPUTE RESOLUTION

All Claims, disputes and other matters in question arising out of, or relating to this Contract, or any breach thereof, shall be decided in a court of law, with exclusive venue of such actions in the state court sitting in Palm Beach County, Florida, except as may otherwise be determined by the OWNER. Notwithstanding the foregoing, prior to instituting litigation, the parties shall submit the dispute to step negotiations followed by non-binding mediation in Palm Beach County, Florida.

A Claim is a demand or assertion by the ARCHITECT seeking, as a matter of right, adjustment or interpretation of Contract Terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and ARCHITECT arising out of or relating to the Contract. Claims by the ARCHITECT shall be made in writing within 21 calendar days after the first observance of such injury or damage, or after occurrence of the event giving rise to such Claim, otherwise ARCHITECT agrees that such Claim is hereby waived. Such written Claim shall contain any and all facts, circumstances, back up documentation and any other information that substantiates same Claim.

22.2 STEP NEGOTIATIONS

Either party must give the other party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the Project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within 30 days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within 15 days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Florida Rules of Evidence.

22.3 MEDIATION

If the dispute has not been resolved by the negotiation as provided herein, the Parties may endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party, thereupon; both Parties will be obligated to engage in mediation. The mediation conference will be hosted at School Board Headquarters, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406:

1. If the Parties have not agreed within 30 days of the request for mediation on the selection of a mediator willing to serve, the District will provide a list of mediators from which the ARCHITECT shall choose; and
2. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator declares in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached, or (d) 60 days from commencement of mediation proceedings. Neither Party may withdraw before the conclusion of the proceeding.
3. The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. All costs of mediation shall be shared equally amongst the Parties in dispute. In case of violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

22.4 LITIGATION

1. If the dispute has not been resolved by negotiation or mediation as provided herein within 60 days of the initiation of such mediation procedure, either Party may initiate litigation.
2. This Contract shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from this Contract, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Circuit and exclusive venue shall lie in Palm Beach County, Florida.
3. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the

amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

ARTICLE 23

MISCELLANEOUS PROVISIONS

- 23.1** This Contract shall be construed and governed in accordance with the laws of the State of Florida.
- 23.2** **OWNER AND ARCHITECT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT.**
- 23.3** Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the "Final Certificate for Payment" for acts or failures to act occurring after Substantial Completion, unless otherwise provided by law.
- 23.4** The OWNER and ARCHITECT waive all rights against each other and against the Awarded Vendors, Consultants, agents and employees of the other damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth herein. The OWNER and ARCHITECT each shall require similar waivers from their Awarded Vendors, Subconsultants and agents.
- 23.5** The Contract Documents represent the entire and integrated Contract between the OWNER and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended only by written instrument signed by both OWNER and ARCHITECT.
- 23.6** Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ARCHITECT.
- 23.7** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- 23.8** Unless otherwise provided in the Contract Documents, the ARCHITECT and ARCHITECT'S consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 23.9** The ARCHITECT shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ARCHITECT'S promotional and

professional materials. The ARCHITECT'S materials shall not include the OWNER'S confidential or proprietary information if the OWNER has previously advised the ARCHITECT in writing of the specific information considered by the OWNER to be confidential or proprietary. The OWNER shall provide professional credit for the ARCHITECT on the construction sign and in the promotional materials for the Project.

- 23.10** This Contract shall comply with the provisions of the "Consultants' Competitive Negotiations Act", Chapter 287.055, *Florida Statutes*, as amended.

If the total paid to the ARCHITECT and its Project Consultants exceeds \$195,000, the following provisions shall apply:

- a. The ARCHITECT shall execute, and furnish to the OWNER, a "Truth in Negotiation Certificate" stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.
- b. The original Contract Price, and any additions thereto, shall be adjusted to exclude any significant sums when the OWNER determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and/or other factual costs. Such Contract adjustments shall be made within one (1) year following end of Contract.

- 23.11** The ARCHITECT warrants not to employ or retain any company or person, other than a bona fide employee working solely for the ARCHITECT, Professional Land Surveyor and Mapper or Professional Engineer, to solicit or secure this Contract, and that he has not paid, or agreed to pay, any person, company or corporation, individual or firm, other than a bona fide employee working solely for the ARCHITECT, Registered Land Surveyor, Landscape Architect or Professional Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon, or resulting from, the Award or making of this Contract.

- 23.12** The OWNER reserves the right to unilaterally set off from any Architectural request for payment any and all such amounts or damages resulting from the ARCHITECT'S errors and omissions, including any and all costs, fees and damages necessary to complete non-value added construction of the Project under the Construction Management at Risk Services Contract or premium costs of performing same, as a result of same error or omission, as determined by the OWNER, after meeting with the ARCHITECT. The ARCHITECT shall retain all rights to assert a Claim, subject to Article 7 of the General Conditions to recover any amount so withheld. The ARCHITECT recognizes that this right of offset is a material inducement to the OWNER entering into this Contract. Withholding any monies herein shall not be deemed a default by the OWNER under this Contract.

- 23.13** If any provision of this Contract is deemed unenforceable by a court of competent jurisdiction, then said provision shall be deemed stricken from said Contract as if it never existed; however, all other Terms and Conditions shall remain enforceable and all other provisions in accordance with this Contract.

- 23.14** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same.

- 23.15** The OWNER has the right to require the ARCHITECT to remove any Project Design Team Member from the OWNER'S Project.

- 23.16** It shall be the responsibility of the ARCHITECT to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policies that in any manner affect

the items covered herein. Specifically, the ARCHITECT shall adhere to Board Policies 3.12 and 3.13 with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, *Florida Statutes*, are precluded from performing services to the District. The ARCHITECT'S failure to comply with the above requirements may, at the sole discretion of the Board, result in the immediate termination of the Contract. Lack of knowledge of these requirements will, in no way, constitute relief from this responsibility.

23.17 ACCESSIBILITY AND COOPERATION WITH THE INSPECTOR GENERAL AND STAFF

Pursuant to School Board Policy 1.092, the ARCHITECT agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The ARCHITECT shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the ARCHITECT or its employees, agents, or Subcontractor.

The ARCHITECT understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://www.BoardDocs.com/FL/PalmBeach/Board.nsf/Public#>. The Inspector General may require a meeting with the ARCHITECT when the investigation or audit relating to the Contract is near completion. The ARCHITECT must agree to maintain the confidentiality of the preliminary/draft report and the information contained therein pursuant to section 119.0713(2), *Florida Statutes*, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed. The ARCHITECT'S failure to enter such written confidentiality agreement shall be deemed to constitute the ARCHITECT'S waiver of the opportunity to respond to the investigation or audit preliminary report, and the investigation or audit shall be completed without the ARCHITECT'S response.

23.18 BACKGROUND CHECK AND FINGERPRINTING (JESSICA LUNSFORD)

All non-instructional personnel (which includes, but is not limited to all employees of the ARCHITECT and all of its Subconsultants, vendors, individuals, other entities, etc.) under Contract with the School Board (or who receives remuneration for services performed for the School District or a school) who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, *Florida Statutes*. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and Subconsultants of the organization who meet any of the above conditions submit to a background check, including fingerprinting, at the sole cost of the ARCHITECT. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any Claim whatsoever for the rejection of the ARCHITECT (or discontinuation of the ARCHITECT'S services) on the basis of these compliance obligations. The ARCHITECT agrees that neither they, nor any of their employees, agents nor representatives who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, *Florida Statutes*, will be employed in the performance of this

Contract. All exceptions to certain fingerprinting and criminal history checks pursuant to Section 1012.468, *Florida Statutes* (2007), shall apply for a crime delineated in *Florida Statutes* §435.04, will be employed in the performance of this Contract.

23.19 COMMERCIAL NONDISCRIMINATION

It is the policy of the School Board of Palm Beach County not to accept Bids or Proposals from, nor to engage in business with, any business firm that has discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, disability, or any other form of unlawful discrimination in its solicitation, selection, hiring, or treatment of another business.

23.20 MANDATORY NONDISCRIMINATION CONTRACT CLAUSE

The ARCHITECT certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. The ARCHITECT shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of Subconsultants, vendors, suppliers, or commercial customers. The ARCHITECT shall provide equal opportunity for Subconsultants to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Palm Beach County School Board Policy 6.143. The ARCHITECT understands and agrees that violation of this clause is a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

23.21 CONTRACT DISCLOSURE REQUIREMENTS

Upon the School District's request, and upon the filing of a complaint against the ARCHITECT pursuant to Palm Beach County School Board Policy 6.144, "Commercial Non-discrimination" the ARCHITECT agrees to provide the School District, within 60 calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the ARCHITECT has used in the past five (5) years on any of its Contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined Palm Beach County School Board Policy No. 6.143, including the total dollar amount paid by the ARCHITECT for each subcontract or supply contract. The ARCHITECT agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. The ARCHITECT understands and agrees that violation of this clause is a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

23.22 POSSESSION OF FIREARMS IS PROHIBITED ON SCHOOL BOARD PROPERTY

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee of an independent Contractor or Subcontractor is found to have brought a fire-arm on School District property, said employee will be terminated from the School Board Project by the independent contractor or Subcontractor. If the Subcontractor fails to terminate said employee, the Subcontractor's agreement with the independent contractor for the School

Board Project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the Subcontractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

23.23 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

23.24 GOVERNMENT FUNDING

Funding for this Contract and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Vendor shall comply with the applicable laws and regulations listed below, the entire Terms and Conditions of which are fully incorporated herein:

- Rights to Inventions Made Under a Contract or Agreement (35 U.S.C. 206)
- Energy Policy and Conservation Act (42 U.S.C. 6201) & EPS Improvement Act of 2017 (42 U.S.C. 6291)

23.25 FEMA SPECIAL CONDITIONS

Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

A. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

B. TERMINATION FOR CAUSE AND CONVENIENCE

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.

2.1. Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

C. EQUAL EMPLOYMENT OPPORTUNITY (if applicable)

- 1.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Nondiscrimination clause.
- 2.** CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.** CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. COMPLIANCE WITH THE DAVIS-BACON ACT (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

E. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

F. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

G. COMPLIANCE WITH THE CLEAN AIR ACT (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. COMPLIANCE WITH THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. SUSPENSION AND DEBARMENT (if applicable)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. RECOVERED MATERIALS

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or

3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Definitions As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

Prohibitions Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan

guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions This clause does not prohibit contractors from providing:

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirements. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in established in this section to the recipient or subrecipient, unless elsewhere in the contract documents established procedures for reporting the information.

CONTRACTOR shall report the following information pursuant to preceding paragraph above of this section:

- i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information preceding paragraph above of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts.
- iii. CONTRACTOR shall insert the substance of this Section, including this paragraph, in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

M. ACCESS TO RECORDS (if applicable)

1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the FEMA Administrator, the Comptroller General of the United

States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

N. DHS SEAL, LOGO & FLAGS

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

O. COMPLIANCE WITH FEMA POLICIES, PROCEDURES AND DIRECTIVES (if applicable)

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Q. COMPLIANCE WITH THE FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract.

R. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended) (if applicable)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23.26 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

- A.** Pursuant to Fla. Stat. §448.095, ARCHITECT agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees during the term of this Contract or Solicitation.
- B.** Pursuant to Fla. Stat. §448.095, if ARCHITECT enters into a contract with a Subconsultant(s) for the labor, supplies or services provided under this contract or solicitation, ARCHITECT must require the Subconsultant(s) provide it with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The ARCHITECT understands that it must maintain a copy of such affidavit for the duration of the Contract or solicitation.
- C.** If School Board has a good faith belief the ARCHITECT has knowingly violated Fla. Stat. §448.09, School Board shall terminate the Contract with the ARCHITECT. The ARCHITECT is liable for any additional costs incurred by the School Board as a result of a termination of this Contract or solicitation pursuant to §448.095(2)(f).
- D.** If School Board has a good faith belief that a Subconsultant(s) has knowingly violated §448.095, but ARCHITECT has otherwise complied with this subsection, School Board shall promptly notify ARCHITECT and order ARCHITECT to immediately terminate the Contract with the Subconsultant(s).

23.27 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime may not submit a Bid/Proposal on a Contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit an RFP on leases of real property to a public entity, may not be awarded or perform work as a CONSTRUCTION MANAGER, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

23.28 DISQUALIFYING CRIMES

The Proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its RFP response, information regarding any of these actions or proposed actions with other governmental agencies.

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The ARCHITECT has reviewed the Contract Documents, and hereby confirms that it understands and agrees with all of the Terms and Conditions of same.

IN WITNESS WHEREOF, the OWNER and ARCHITECT hereto have executed this Contract by their respective duly authorized officers on the respective dates by each signature. School Board of Palm Beach County, Florida signing by and through Board Chair or Vice Board Chair is authorized to execute same by Board Action on the **TBD** day of **TBD, 20XX**.

DESIGN SERVICES FOR: FACILITY RENOVATIONS AND REPAIRS AT:

PROJECT NAME: PALM BEACH CENTRAL HIGH SCHOOL
PROJECT ADDRESS: 8499 W. Forest Hill Blvd.,
Wellington, FL 33411
RFP NO.: 25C-002H
PROJECT NO.: 2631-7100

Company **THE SCHOOL BOARD OF PALM BEACH COUNTY,**
FLORIDA

Name (Print) **Karen M. Brill, Board Chair**

Signature **Date** **Date**

Title **Michael J. Burke, Superintendent**

Attest (Name: Print) **Title** **Date**

Signature **Date** **APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

(Corporate Seal) **Hollie N. Hawn, Esq. Attorney to the Board**

Date

Question and Answers for Bid #25C-002H - PALM BEACH CENTRAL HIGH SCHOOL FACILITY RENOVATIONS AND REPAIRS

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Aug 12, 2024 2:00:00 PM EDT