

**Agreement Between Owner and Design Professional
for Design and Construction Administration Services
(Construction Management Project)**

This Agreement is made as of the 17th day of **May** in the year **Two Thousand Twenty-Two**

between the Owner

School Board of Sarasota County
1960 Landings Boulevard
Sarasota, FL 34231

and the Design Professional

Harvard Jolly Architecture
6000 Cattleridge Drive
Suite 204
Sarasota, FL 34232

The Project is

**Clark and Lorraine
K-8 School**
9501 Lorraine Road
Sarasota, FL 34241

Project Description Summary:

The project's scope of work shall include architectural services, interior design, civil engineering, structural engineering, mechanical / electrical / plumbing engineering, fire protection, IT/security/ AV, food service and landscape design. for a new 1,500 student station K-8 school including sitework, structures, amenities and appurtenances for a complete educational facility. It is the District's intent to utilize a prototype K-8 concept. Final programing decisions are in process with a focus on STEAM and Robotics. The estimated completion date is August 1, 2024. The amount of this contract is **\$4,582,768.00**. The preliminary total project budget is \$85,000,000.00.

The Owner and the Design Professional agree as set forth below.

ARTICLE 1
DESIGN PROFESSIONAL'S RESPONSIBILITIES

1.1 DESIGN PROFESSIONAL'S SERVICES

1.1.1 The Design Professional's services consist of those services performed by the , Design Professional's employees and the Design Professional's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The Design Professional's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Design Professional has prepared the attached Exhibit "C", "Design Schedule" which includes a minimum of two (2) weeks for review by the Owner and the CM after each submission by the Design Professional. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Design Professional.

1.1.3 The Design Professional shall comply with the Florida Building Code and the Construction Procedures Guidelines as promulgated by the Construction Services Department which are accessible at <http://www.sarasota.k12.fl.us/construction>. The requirements and documents required by the Florida Building Code and the Construction Procedures Guidelines, unless otherwise stated in this Agreement, shall be considered as basic services to be provided by the Design Professional.

1.1.4 Design Professional hereby represents to the Owner that the Design Professional possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Design Professional has visited the site for the Project and thoroughly familiarized itself with the local conditions under which services required hereunder are to be performed; and that the Design Professional shall correlate its observations of the same with all of the requirements of this Agreement and of the Construction Contract Documents.

1.2 DEFINITIONS

1.2.1 Addenda

Addenda are written or graphic instruments issued prior to the execution of a construction contract which modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarification or corrections.

1.2.2 Alternates

An Alternate is a variation in Contract requirements on which a separate price is to be received by the Owner as part of the bid. If the Alternate is accepted in writing by the Owner, the variation is then a part of the Contract.

1.2.3 Change Order

A Change Order is a written instrument signed by the Owner, CM and Design Professional, stating their agreement upon all of the following:

- 1.2.3.1** a change in the Work;
- 1.2.3.2** the amount of the Adjustment in the Contract Sum, if any; and
- 1.2.3.3** the extent of the adjustment in the Contract Time, if any.

1.2.3 Construction Cost

The Construction Cost is the total cost or estimated cost to the Owner of all elements of the Project designed by the Design Professional and Design Professional's Consultants.

1.2.4 Construction Manager (CM)

The Construction Manager or CM is that entity or firm which enters, or has entered, into a contract with the Owner to provide construction management services during the design phase or the construction phase of the Project.

1.2.5 Contract Documents

The Contract Documents consist of all contracts related to the Project between the School Board of Sarasota County and the CM, including all the other documents listed in the Contract for Construction and Modifications issued after execution of the Contract for Construction. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Design Professional.

1.2.6 Architect's Supplementary Instructions (ASI)

Architect's Supplementary Instructions are written or graphic instruments issued by the Design Professional after the execution of the Contract for Construction which orders minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and are consistent with the intent of the Contract Documents.

1.2.7 The Drawings

The Drawings are the graphic and pictorial portions of the Construction Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams to be prepared by the Design Professional.

1.2.8 Owner

The term "Owner" means the Owner or the Owner's authorized representative. The Owner of the Project is Sarasota County Schools.

1.2.8.1 The principal legal place of business of the Owner is 1960 Landings Boulevard, Sarasota, Florida 34231. All legal notices shall be addressed to this principal address.

1.2.8.2 The Owner is represented by the Construction Services Department, 7895 Fruitville Road, Sarasota, Florida 34240. All project construction correspondence, invoices, and written requests shall be addressed and mailed to the Construction Services Department.

1.2.9 The Project

The Project is the total construction of the Work performed under the Contract Documents and may include additional construction by the Owner or by separate Construction Managers.

1.2.10 Proposal Request (PR)

Proposal Requests are written or graphic instruments issued by the Design Professional

after the execution of the Contract for Construction which request a proposal from the CM that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents. The form to be used for these requests is the AIA Document G709 – Work Changes Proposal Request.

1.2.11 Construction Change Directive (CCD)

A Construction Change Directive is a written order prepared by the Design Professional and signed by the Design Professional, Owner and CM as a result of the acceptance of the response to the Proposal Request referenced in 1.2.10, notifying the CM to proceed with the change(s) requested. The form to be used for this directive is the AIA Document G714 – Construction Change Directive. (This used to be section 1.2.4)

1.2.12 Request for Information (RFI)

A Request for Information is a written request from the CM to the Design Professional seeking an interpretation or clarification of the Construction Documents.

1.2.13 The Specifications

The Specifications are that portion of the Construction Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services to be prepared by the Design Professional.

1.2.14 The Work

The term "Work" means the construction and services required by the Construction Documents and this Agreement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CM or Design Professional to fulfill the CM's or Design Professional's obligations. The Work may constitute the whole or part of the Project.

ARTICLE 2 **SCOPE OF DESIGN PROFESSIONAL'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The Design Professional's Basic Services consist of those described in Article 2 and any other services identified in this Agreement as part of Basic Services, and include all design and engineering services.

2.2 SCHEMATIC DESIGN - PHASE I

2.2.1 The Design Professional shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Design Professional shall advise the Owner of any need for securing any tests, analysis, studies, reports, or consultants' services in connection with the design and Construction Documents for the Project.

2.2.3 The Design Professional shall provide a preliminary evaluation of the Owner's program and shall review the schedule and construction budget requirements, as developed by the CM or the Owner.

2.2.4 The Design Professional shall review, with the Owner and the CM, alternate approaches to the design and construction of the Project.

2.2.5 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.6 The Design Professional shall review and comment on the preliminary estimate of Construction Cost prepared by the CM.

2.2.7 The Design Professional shall submit Schematic Design Documents to Construction Services Staff when rough layouts have been established. Conferences will be arranged by Construction Services Staff to review and discuss the submissions. Modifications, deletions, or additions reasonably requested by Construction Services Staff shall be incorporated into revised Schematics and resubmitted to Construction Services Staff.

2.3 DESIGN DEVELOPMENT PHASE II

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule, or construction budget, the Design Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Design Professional shall review and comment on the preliminary estimate of Construction Cost prepared by the CM.

2.3.3 Conferences will be arranged by the Construction Services Staff and any modifications, deletions or additions requested by Construction Services Staff shall be incorporated into documents and resubmitted to Construction Services Staff, provided such changes are consistent with previously approved schematic documents.

2.3.4 Design Professional shall submit the Design Development Documents to Construction Services Staff for review and approval. Documents shall be marked "PHASE II DOCUMENTS PRELIMINARY".

2.4 CONSTRUCTION DOCUMENTS PHASE III

2.4.1 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 Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project.

2.4.2 The Design Professional shall include in the specifications any general conditions requirements requested by the Owner to guide the CM during the bidding process.

2.4.3 The Design Professional shall review and comment on any preliminary estimates of Construction Cost as prepared by the CM.

2.4.4 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Design Professional shall prepare all documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.5 The Design Professional shall prepare and submit the Construction Documents to Construction Services Staff for review. Conferences will be arranged by Construction Services Staff, and any modifications, deletions or additions requested by Construction Services Staff shall be incorporated into documents and resubmitted to Construction Services Staff, provided such changes are consistent with previously approved schematic or design development documents.

2.4.6 The Design Professional shall submit the final Construction Documents to Construction Services Staff for final approval and following review and approval and any corrections shall present same to the Owner for approval.

2.4.7 The Design Professional shall furnish layouts, to scale, of all rooms or areas in which equipment, built-in or fixed furnishings, machinery, switchgear and food services equipment is located, showing all pertinent dimensions, services to and from and their characteristics. Layouts shall be part of the Construction Documents.

2.4.8 Minimum Flood Criteria: All structures located within flood boundaries as shown on Flood Insurance Rate Maps published by the Federal Emergency Management Agency shall be designed to comply with any and all applicable ordinances, regulations and rules.

2.4.9 The Design Professional shall be responsible for showing the extension and connection of new work to existing sanitary sewers, manholes, septic tanks, water mains and all other utilities and appurtenances. The Owner will furnish to the Design Professional the latest site deed description and any surveys available.

2.5 NEGOTIATION PHASE

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest detailed estimate of Construction Costs, shall assist the Owner, as may be requested by the Owner, in reviewing the CM's final GMP Proposal or final lump sum proposal for all construction contemplated by the Construction Documents. In addition, if the CM's proposal is initially rejected by the Owner, the Design Professional shall, if requested by Owner, attend any and all meetings between the Owner and the CM to discuss the basis of the rejection of the proposal and to review any revisions made by the CM in order to obtain the Owner's approval.

2.5.2 In the event the CM's proposal is accepted by the Owner, the Design Professional shall revise the Construction Documents to include any changes in the Work made during the negotiation phase.

2.5.3 In the event the CM's proposal is ultimately not accepted by the Owner, the Design Professional's subsequent services during this phase are Basic Services and are governed by Article 2.12 of this Agreement.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates upon approval by the Owner of the CM's Final Application for Payment.

2.6.2 The Design Professional shall provide administration of the Contract for Construction in accordance with Article 2.6.

2.6.3 Duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and the Design Professional.

2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner during construction until final payment to the CM is approved, and as an Additional Service, at the Owner's direction from time to time after the Owner's final payment to the CM. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Design Professional 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 is in accordance with Contract Documents. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, the Design Professional shall notify the Owner of any observed defects and deficiencies in the Work.

2.6.6 The Design Professional 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. The Design Professional shall not be responsible for the CM's schedules or failure to carry out the Work in accordance with the Contract Documents. The Design Professional shall not have control over acts or omissions of the CM, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Design Professional shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 The Owner and CM shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional. Owner may communicate with, or issue instructions to, the CM directly, provided that Owner shall notify the Design Professional of such instructions with reasonable promptness thereafter.

2.6.9 The Design Professional shall assist the Owner in evaluating Applications For

Payment submitted by the CM, if requested by the Owner. The Design Professional shall not be responsible for the approval of Applications For Payment submitted by the CM.

2.6.10 The Design Professional shall have the responsibility and authority to reject Work which the Design Professional should have reasonably known does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional 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. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the CM, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.11 The Design Professional shall review and approve or take other appropriate action upon CM's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's action shall be taken in a timely manner so as to not impact the approved construction schedule. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the CM all of which remain the responsibility of the CM to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional'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 Design Professional 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. The Design Professional shall furnish the Owner a copy of final approved submittals.

2.6.12 The Design Professional shall prepare Work Changes, Proposal Requests and Construction Change Directives, with supporting documentation, for the Owner's and CM's approval and execution in accordance with the Contract Documents, and may authorize, through issuance of an Architect's Supplemental Instruction, 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. Change Orders prepared by the Design Professional or CM shall be reviewed with the Owner prior to signing by the CM. All documents will be transmitted electronically to be signed by the Design Professional and the CM and then submitted to the Owner for approval. The Design Professional shall respond in a timely manner, so as to not impact the approved construction schedule, to all Requests For Information submitted to the Design Professional by the CM. Design Professional shall regularly review CM logs of Change Orders (CO), Architect's Supplemental Instructions (ASI), Proposal Requests (PR), and Requests for Information (RFI).

2.6.12.1 No work authorized by a Change Order shall be commenced by a

CM until the Change Order is approved by the Owner, unless otherwise directed by Construction Services Staff under the Owner's Ratification Policy.

2.6.13 The Design Professional shall conduct observations to determine the date or dates of Substantial Completion. The date of Final Completion shall be determined by the Owner at such time as all as-built and close-out documents in conformance with the Close-out requirements described on the Construction Services Website (under Guidelines section) are complete and have been transmitted to the CM for review and compilation to be submitted to the Construction Services Project Manager for review and approval.

2.6.14 The Design Professional shall, in the first instance, interpret and decide matters concerning performance of the Owner and CM under the requirements of the Contract Documents on written request of either the Owner or CM. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.15 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and CM, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.16 The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and CM relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.17 The Design Professional shall be responsible for negligent acts, or errors, or omissions of design work. If in the preparation of Contract Documents, the Design Professional omits any component required to properly construct the project, the Design Professional shall be responsible to the Owner for a portion of the cost thereof which shall be established as follows:

2.6.17.1 The cost of the additional omitted work will be established by the Owner, the CM, and the Design Professional. A Change Order will be issued to the CM to pay him for adding the omitted portions of the Work.

2.6.17.2 In addition, the Design Professional will be assessed a percentage of the additional cost of the omitted portions of the Work, that shall not exceed twenty percent (20%) of the cost, to reflect the Design Professional's failure to include the requisite components of the design. The amount of the percentage assessed shall be at the sole discretion of the Owner.

2.6.17.3 When, in the sole judgement of the Owner, the error or omission was reasonably avoidable, the amount determined in Article 2.6.17.2 shall be reimbursed to the Owner by the Design Professional, through a deductive Amendment to the Design Professional's Contract.

2.6.18 The Design Professional shall endeavor to find ways to improve the Project and/or effect construction economies as the Project proceeds. If the Design Professional believes

that changes should be made for these reasons, Architect is encouraged to present proposals for same for the consideration of the Owner.

2.7 GENERAL

2.7.1 The Educational Specifications for the Project and the Construction Procedures Guidelines shall constitute basic documents for use by the Design Professional in all phases of the Project and shall be considered a part of this Agreement.

2.7.2 The Design Professional is responsible for complying with the Owner's specific instructions including the current edition of the Construction Guidelines for Professional Services as promulgated by the Owner. This manual will be updated by revisions from time to time and the Design Professional shall include all revised requirements as they occur, provided that the revisions do not require redesign of previously completed documents. These Construction Guidelines for Professional Services are readily available on the Construction Services Website.

2.7.3 The Design Professional shall prepare a minimum of two (2) sets of color boards on which all colors and finishes, including samples of tile, carpet, casework, brick, chalk and tackboards, and roof and wall finishes shall be arranged. The color boards will be the basis of Owner's approval of the color scheme. One (1) board or set of boards will become the property of the Owner and one set shall be available on job site.

2.7.4 Expenses for transportation and living occasioned by the ordinary and usual discharge of the Design Professional's responsibilities for a given project shall be considered basic services.

2.7.5 Invoices for fees or other compensation for services or expenses shall be submitted by the Design Professional on the applicable forms attached hereto as Exhibit "A".

2.7.6 Owner shall have the right to disapprove any portion of the Design Professional's work on the Project, including, but not limited to, Schematic Phase, Design Development Phase, Construction Documents Phase, Negotiation Phase, or Construction Phase Work, and any other design work or documents, on a reasonable basis. In the event that any phase of the Design Professional's work is not **approved** by the Owner, the Design Professional shall proceed, when requested by the Owner, with revisions to the design work or documents prepared for that phase to attempt to satisfy the Owner's objections. These revisions will be made without adjustments to the compensation provided for hereunder, unless revisions are made to the drawings previously approved under previous phases, in which case such revision services shall be paid as Additional Services. Should there be any substantial revisions to the original program after the approval of the schematic drawings, which changes substantially increase the scope of the design services to be furnished hereunder, the Design Professional shall so notify the Owner in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment of any nature whatsoever will be made to the Design Professional, for additional work or services, without such written approval by the Owner.

2.7.7 Upon Owner's request at any time during the design or construction phases of this Agreement and as often as so requested, the Design Professional shall promptly provide Owner with progress reports. Owner shall, at all times, have reasonable access to the

files and personnel of Design Professional relating to the Project in order to answer any reasonable questions Owner may have relating to the Design Professional's performance on the Project.

2.8 MANDATORY CONFERENCES AND MEETINGS

2.8.1 The Design Professional shall attend all Pre-Construction meetings. The Owner will determine when these meetings will be held.

2.8.2 The Design Professional shall be required to arrange design meetings with all pertinent staff of Owner, utilities, and governmental bodies necessary to ascertain the design criteria needed to complete the Phase I through Phase III requirements.

2.8.3 The Design Professional shall prepare minutes of all meetings not normally recorded for Government purposes and provide an electronic copy to the Owner.

2.8.4 The Design Professional shall attend School Board Meetings at the request of the Owner when items in conjunction with this Contract are on the Agenda.

2.9 OWNER'S RECORD DRAWINGS

2.9.1 The Design Professional shall confirm monthly that changes to the record drawing are posted concurrently with actual job construction by means of appropriate notes and dimensions on the approved set of construction plans at the site.

2.9.2 The Design Professional shall prepare the final record drawings provided under this or any other article of this Agreement and shall submit such to the CM for review and inclusion in the Close-out Documents to be submitted to the Owner. Record drawings are defined as "Construction drawings revised to show significant changes made during the construction process based on marked-up prints, drawings and other data furnished by the CM to the Design Professional". The Design Professional shall add to cover sheet the names and addresses of the CM and the principle Subcontractors on the Project, noting the work for which they were responsible. These submissions by the Design Professional shall be in accordance with the Owner's record drawing requirements as detailed on the Construction Services Website under Guidelines – Current Electronic Policy/Records Requirements (zip file).

2.10 CONSTRUCTION DATA

2.10.1 The Design Professional shall, upon the completion of the construction, review and submit the Close Out Documents as required by the Owner in accordance with the Construction Procedures Guidelines. Record drawing requirements shall conform to district standards as stated on the Construction services Website under Guidelines – Current Electronic policy/Records Requirements (zip file) at the time of contract execution.

2.11 APPROVED MATERIALS

2.11.1 The Construction Guidelines for Professional Services under Guidelines on the Construction Services Website at time of contract execution, where applicable, shall be utilized in the preparation of construction documents.

2.11.2 Requests for variation from the Construction Guidelines for Professional Services shall be submitted to the Owner for consideration. No changes shall be made without written approval from the Director of Construction Services for the Owner.

2.12 BUDGET LIMITATIONS

2.12.1 The Design Professional understands and acknowledges that the Owner has established a construction budget for the project. The Design Professional agrees to design the project so that the cost of construction shall not exceed the construction budget. The budget shall be reviewed at each stage of preparation of drawings and the Design Professional shall rely on the CM's review of budget figures. If the CM's proposed GMP is in excess of the budget:

2.12.1.1 The Owner may instruct the Design Professional to modify the drawings as required to meet the approved budget figure; or

2.12.1.2 The Owner may revise the budget and authorize the Design Professional to proceed based upon the CM's estimate.

2.13 FAMILIARITY AND COMPLIANCE WITH GOVERNMENTAL LAWS & REQUIREMENTS

2.13.1 The Design Professional shall be familiar with and comply with all applicable state laws, statutes, building codes, rules and regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project or in any manner affecting the Work.

2.13.2 The Design Professional shall be familiar with and comply with all Federal laws, rules and regulations that may in any manner affect the Work.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 Additional Services shall be any services not otherwise included as a Basic Service pursuant to this Agreement.

3.1.2 No Design Professional services made necessary by any fault or omission of the Design Professional to perform its duties, responsibilities or obligations under this Agreement shall be compensated as an Additional Services under this Agreement.

3.2 CONTINGENT ADDITIONAL SERVICES

The specifically recognized Additional Services for this Project and the amount of compensation to the Design Professional for these specific Additional Services shall be in accordance with, and shall not exceed the amounts included in, attached Exhibit "B".

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

ARTICLE 5

USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 Original Drawings and Specifications are the property of the Design Professional; however, the Project is the property of the Owner, and the Design Professional may not use the drawings and specifications thereof for any purpose not relating to the Project without the Owner's consent. Upon completion of the Work or any earlier termination of this Agreement under Article 7, the Design Professional will revise Drawings to reflect changes made during construction and he will promptly furnish the Owner with a complete set of drawings as directed under Article 2.9. All such reproductions shall be the property of the Owner who may use them without Design Professional's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. Should the Owner or any other person, firm or legal entity use, reuse or modify the Design Professional's Drawings, Specifications or other documents prepared under this Agreement, for other than the Owner's use and occupancy of this Project, the Owner, to the full extent permitted by law, agrees to indemnify, defend, protect and hold the Design Professional harmless from and against any and all claims, suits, costs and expenses accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons arising out of such unauthorized use, reuse or modification of the Design Professional's Drawings, Specifications and other documents, except where the Design Professional is found to be solely liable for such damages or losses by a court of competent jurisdiction.

5.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's reserved rights.

ARTICLE 6

DISPUTE RESOLUTION

6.1 This Agreement shall be governed by the law of the State of Florida. Sole and exclusive jurisdiction of any litigation arising out of or in connection with this Agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida. All claims disputes and other matters in question between the Design Professional and Owner arising out of or relating to this Agreement, the Project, or Contract Documents shall be resolved by mediation or litigation.

6.2 Unless a delay in initiating or prosecuting a claim, dispute or other matter in question between the Design Professional and Owner arising out of or relating to this Agreement would irrevocably prejudice the Owner or the Design Professional, any such matter which is not resolved by direct discussions between the parties shall be submitted to mediation under the Florida Rules of Civil Procedure or such other rules as the parties may promptly agree to employ, before recourse to litigation. The Owner and the Design Professional, shall within ten (10) days of the

request of either party for mediation, agree in writing as to the identity of the mediator. If the parties do not agree, the Director of Construction Services for the Owner shall designate a mediator from the list of approved mediators for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

6.3 The parties agree to conduct and conclude mediation proceedings under this Article within thirty (30) days from the initiation of same by request of one of the parties. In the event that such proceedings have not been successfully concluded within such period, either party shall have the right to initiate further dispute resolution proceedings including litigation.

6.4 Provided the parties comply with the requirement of this Agreement for providing notice of the existence of a claim or dispute, no delay in disposing of such claim or dispute while the parties pursue resolution as provided in this Article shall prejudice the rights of either party; however, nothing contained in this Article shall be deemed to relax any requirement for the giving of notice between the parties.

6.5 If any legal proceeding is instituted in connection with this Agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees, court costs and expenses of litigation from the non-prevailing party in both the trial and appellate proceedings.

ARTICLE 7

TERMINATION, SUSPENSION OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Design Professional shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

7.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Professional may terminate this Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Design Professional in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.5 If the Owner fails to make payment when due the Design Professional for services and expenses, the Design Professional may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Professional 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 Design Professional shall have no liability to the Owner for delay or damage caused the Owner because of such suspension.

7.6 If the Design Professional does not perform the services herein for a period of fifteen (15)

days after Owner approval or refuses to begin performance and diligently perform to completion, the Owner may terminate this Agreement and the Design Professional shall not be entitled to receive any compensation except fees already earned but not yet paid.

7.7 Notwithstanding 7.1 any other provision herein, Owner may, at any time and for any reason, terminate this Agreement upon not less than seven (7) days written notice to the Design Professional. Under such circumstances, this Agreement shall terminate on the date set forth in such written notice. In the event of such termination for convenience, the Design Professional shall be entitled only to payment of that portion of the fees, as amended, which theretofore has not been paid to the Design Professional and which shall compensate the Design Professional for all services actually performed by the Design Professional up to the date of termination.

7.8 In the event of any termination under this Article, the Design Professional consents to Owner's selection of another Design Professional of Owner's choice to assist the Owner in any reasonable way in completing the Project. The Design Professional further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other Design Professional as the Owner may desire. Any services provided by Design Professional which are requested by Owner after termination shall be fairly compensated by Owner.

7.9 The Design Professional acknowledges and understands that the Project is being constructed on public property owned by the Owner, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Design Professional agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

7.9.1 Unauthorized Aliens. Owner considers the employment of unauthorized aliens by the Design Professional or any of its subcontractors, a violation of Section 274A(e) of the Immigration and Naturalization Act. If it is determined that an unauthorized alien is working on the Project, the Design Professional shall take all steps necessary to remove such unauthorized alien from the property and the Project. Owner shall have the right to terminate this Agreement if the Design Professional does not comply with this provision.

E-Verify.

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

B. Subcontractors:

(i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

7.9.5 Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the Design Professional's employees/independent contractors or its subcontractors' employees/independent contractors will not be tolerated on the Owner's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the Owner's property, said employee/independent contractor shall be removed and terminated from the Project by the Design Professional. If a subcontractor fails to terminate said employee/independent contractor, the Design Professional shall terminate its agreement with the subcontractor. If the Design Professional fails to terminate said employee/independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner.

7.9.6 Background Screening Requirements. The Design Professional agrees that before any of its employees, agents or sub-contractors will be permitted on school grounds while students are present, such employees, agents or sub-contractors will be fingerprinted and have their backgrounds checked as provided by Florida law. The Design Professional's employees, agents and sub-contractors will coordinate with the Owner to arrange a mutually convenient time for the Owner to conduct the fingerprinting. The Design Professional agrees to bear the cost of the fingerprinting/background checks. The Owner has the right to refuse entry onto any school grounds to any individual whose background check does not meet the requirements established by the Owner pursuant to Florida law.

FINGERPRINTING AND BADGE RENEWAL:

<https://www.sarasotacountyschools.net/Page/2414>

To schedule a fingerprinting appointment for Contractors/Vendors
COVID-19 update: Contractors/Vendors must have an appointment in order to get fingerprinted. To make an appointment [click here](#). Please print and fill out the application form and bring to your appointment. If you need assistance, please send an e-mail to: scsbfingerprinting@sarasotacountyschools.net.

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

8.1 The Owner and the Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign this Agreement without the written consent of the Owner.

8.2 This Agreement represents the entire and integrated agreement between the Owner and the Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and the Design Professional.

8.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Design Professional.

8.4 Unless otherwise provided in this Agreement, the Design Professional and the Design Professional'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. However, the Design Professional shall report to the Owner the presence of and location of any hazardous material which it notices.

8.5 The Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary.

ARTICLE 9

PAYMENTS TO THE DESIGN PROFESSIONAL

9.1 PAYMENTS FOR BASIC SERVICES

9.1.1 No initial payment shall be made prior to performance by the Design Professional under the terms of this Agreement.

9.1.2 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Exhibit "A". All requests for payments for Basic Services shall be submitted by the Design Professional to the Owner in the form of the Invoice for Professional Services attached hereto as Exhibit "A". All applicable portions of the Invoice shall be accurately completed by the Design Professional prior to payment for the Invoice being due from the Owner.

9.1.3 Payments are due and payable within thirty (30) days from the Owner's receipt of the Design Professional's fully completed invoice.

9.2 PAYMENTS FOR ADDITIONAL SERVICES

9.2.1 Payments for Additional Services shall be made monthly and shall be based on actually expenditures incurred during the prior month.

9.2.2 The Design Professional shall present each month a statement of Additional Services rendered for the preceding month in the form attached as Exhibit "A". The Design Professional expressly waives any right to payment for any Additional Services rendered if the Design Professional does not give written notice of its claim that the services are additional within twenty (20) days of rendering the services and if services are not billed as Additional Services within sixty (60) days following the performance of the Additional Services.

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenses incurred by the Design Professional and the Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

9.3.1.1 Expenses of transportation in connection with the project to counties other than Sarasota, if authorized in writing, in advance by the Owner.

9.3.1.2 Expenses of reproductions, mylars, postage and handling of Drawings, Specifications and other documents, excluding these costs for the office use of the Design Professional and the Design Professional's consultants.

9.3.1.3 Expenses of renderings, models and mock-ups requested by the Owner, in writing.

9.3.2 Unless otherwise approved by the Owner, in writing, reimbursable expenses shall not include, expedited courier/delivery services, and long distance telephone calls.

9.3.3 Payments for the Design Professional's Reimbursable Expenses shall be made monthly and shall be based on actual expenditures incurred during the prior month. The Design Professional shall present each month a statement of Reimbursable Expenses incurred for the preceding month in the form attached as Exhibit "A" as an attachment to its invoice for Professional Services. The Design Professional expressly waives any right to payment for any Reimbursable Expenses incurred if the Design Professional does not submit an Invoice for such expenses within sixty (60) days after the Design Professional has incurred such expenses.

9.4 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS

9.4.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times. These records shall be preserved by the Design Professional for a period of three (3) years after Final Payment.

ARTICLE 10 **BASIS OF COMPENSATION**

The Owner shall compensate the Design Professional as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services provided under this Agreement, the Design Professional shall be paid on a lump sum fee basis in accordance with attached Exhibit "A". The lump sum amount of fees is **Four Million Five Hundred Eighty-two Thousand Seven Hundred Sixty-eight Dollars and Zero Cents: \$4,582,768.00**

10.1.2 Progress payments for Basic Services in each phase shall be made based on the percentage allocation of the lump sum fee for each phase in accordance with attached Exhibit "A".

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 Additional Services which may be provided by the Design Professional, and approved by the Owner in writing, shall be compensated based on the hourly rates and maximum cost for each service in accordance with attached Exhibit "B".

10.2.2 Additional Services provided by the Design Professional's consultants, and approved by the Owner in writing, shall be compensated in accordance with attached Exhibit "B". For such services, a detailed itemization of the amount actually billed to the Design Professional shall be provided to the Owner.

10.3 REIMBURSABLE EXPENSES

10.3.1 Reimbursable Expenses, as described in Paragraph 9.3, which are incurred by the Design Professional or its consultants, shall be compensated based on the actual expenses incurred by the Design Professional or its consultants. For such expenses, a detailed itemization of the expenses actually billed to or incurred by the Design Professional shall be provided to the Owner.

ARTICLE 11 **OTHER CONDITIONS OR SERVICES**

11.1 INDEMNITY

The Design Professional agrees to indemnify and hold harmless Owner and the Owner's officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, wrecklessness, or intentional wrongful conduct of the Design Professional or other persons employed or utilized by the Design Professional in the performance of this Agreement.

11.2 PERFORMANCE OF DESIGN PROFESSIONAL'S SERVICES

All services provided by the Design Professional hereunder shall be performed in a reasonably prompt manner and shall be in accordance with the professional standards of firms experienced in the design of educational facilities in Florida and the Design Professional shall be responsible for all services provided hereunder whether such services are provided directly by the Design Professional or by consultants hired by the Design Professional. The Design Professional will perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to cause the Design Professional's services hereunder to be timely and properly performed.

11.3 NO THIRD PARTY BENEFICIARY RIGHTS

The terms of this Agreement, including but not limited to, any time limits contained herein, are solely for the protection and benefit of the Owner and the Design Professional and are not intended to create third-party beneficiary rights to any other party.

11.4 LIABILITY INSURANCE

The Design Professional shall purchase or otherwise maintain professional liability insurance, from a company or companies lawfully authorized to do business in the State of Florida, covering the Design Professional's services. The insurance shall remain in effect for one (1) year after the Certificate of Occupancy has been issued. A copy of the insurance policy shall be provided to the Owner. The amount of such professional liability insurance shall be at least \$2,000,000.00 with a deductible of not more than \$25,000.00. The Design Professional shall be solely responsible for payment of any deductible. If any claim is made against the Design Professional or the Owner, as a result of services provided or to be provided by the Design Professional under this Agreement, the Design Professional shall promptly notify the insurance carrier and the Design Professional shall participate (under the coverage of the aforementioned professional liability insurance) with the Owner in the defense of any claim during negotiation, mediation, litigation, or other settlement of any claim.

11.5 PROHIBITION AGAINST CONTINGENCY FEES

The Design Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design Professional any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from payments due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. Violation of this provision is a first degree misdemeanor punishable as provided in Florida Statutes 775.083.

This Agreement entered into as of the day and year first written above.

School Board of Sarasota County

Harvard Jolly Architecture

(Signature)

Jane Goodwin, Chair

(Printed name and title of School Board Chair)

(Signature)

Stephen Johnson, Executive Vice President
/ Principal

(Printed name and title)

Approved for Legal Content: **1/7/2021** – PD
Shumaker Attorney for Sarasota County Schools
Signed: PD

SCS/CSD/FSD Use Only:

Reviewed & Approved for Board Chair Signature:

CSD/PM / DATE: _____

CSD/D / DATE: _____

EXHIBIT "A"
INVOICE FOR PROFESSIONAL SERVICES

TO: The School Board of Sarasota County, Florida
Construction Services Department
7895 Fruitville Road
Sarasota, FL 34240

ATTN: **Steve Clark, Project Manager**

DESIGN PROFESSIONAL: **Harvard Jolly Architecture**
6000 Catteridge Drive
Suite 204
Sarasota, FL 34232

INVOICE NO.: _____
DATE: _____

Sarasota County Schools Project Name: **K-8 SCHOOL AT CLARK AND LORRAINE**

Sarasota County Schools Project No.: **4625** Sarasota County Schools Contract No. _____

Professional Project No.: _____

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$ 401,767.80	0.00%			\$ -
Design Development Phase 20%	\$ 803,535.60	0.00%			\$ -
Construction Document Phase 35%	\$ 1,406,187.30	0.00%			\$ -
Bidding/Negotiation Phase 5%	\$ 200,883.90	0.00%			\$ -
Construction Administration Phase 25%	\$ 1,004,419.50	0.00%			\$ -
Final Acceptance 5%	\$ 200,883.90	0.00%			\$ -
Total Fee 100%	\$4,017,678.00	#REF!	#REF!	#REF!	#REF!
Total Add'l Services	\$ 565,090.00	0.00%	\$ -	\$ -	\$ -
Total Reimbursables	\$ -	#DIV/0!	\$ -	\$ -	\$ -
Grand Total	\$ 4,582,768.00	#REF!	#REF!	#REF!	#REF!

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: #REF!

CERTIFIED TRUE AND CORRECT BY: _____
(Signature of Design Professional) (Date)

Typed Name and Title: **Stephen Johnson, Executive Vice President / Principal**

(For Sarasota County Schools Use ONLY)

Recommended for Payment by: _____
(Signature of Project Manager) (Date)

PROFESSIONAL SERVICES INVOICE FOR AMENDMENTS / ADDITIONAL SERVICES

AMENDMENT # / ADD. SERVICES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Kimley Horn: Civil Engineering, Landscape, Irrigation and Environmental	\$ 339,200.00	0%			\$ -
Enhanced Hurricane Protection Area Design and Engineering (Based on SREF Minimum Criteria)	\$ 188,190.00	0%			\$ -
Early Site Permit Documents (Architectural Site Coordination)	\$ 37,700.00	0%			\$ -
		#DIV/0!			\$ -
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		#DIV/0!			\$ -
TOTAL AMENDMENTS/ADD'L SERVICES	\$ 565,090.00	0%	\$ -	\$ -	\$ -

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

CERTIFIED TRUE AND CORRECT BY: _____

(Signature of Design Professional)

(Date)

Typed Name and Title: **Stephen Johnson, Executive Vice President / Principal**

(For Sarasota County Schools Use ONLY)

Recommended for Payment by: _____

(Signature of Project Manager)

(Date)

PROFESSIONAL SERVICES INVOICE FOR REIMBURSABLES

REIMBURSABLES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
		#DIV/0!			\$ -
		#DIV/0!			\$ -
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		#DIV/0!			\$ -
TOTAL REIMBURSABLES	\$ -	#DIV/0!	\$ -	\$ -	\$ -

**INSERT THESE FIGURES ON FORM A ON THE LINE FOR TOTAL REIMBURSABLES.
ATTACH DOCUMENTATION TO SUPPORT REIMBURSABLE ITEMS.**

CERTIFIED TRUE AND CORRECT BY:

(Signature of Design Professional)

(Date)

Typed Name and Title: **Stephen Johnson, Executive Vice President / Principal**

(For Sarasota County Schools Use ONLY)

Recommended for Payment by:

(Signature of Project Manager)

(Date)

EXHIBIT "B"
SCHEDULE OF ADDITIONAL SERVICES

B.1 ADDITIONAL SERVICES

B.1.1 On-site surface water management and drainage conceptual studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$ N/A. These services are included in the base contract lump sum fee for the civil engineer.

B.1.2 Off-site Surface Water Management and Drainage Conceptual Studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$ N/A.

B.1.3 Traffic impact studies, reports, recommendations and professional guidance performed by professionally trained consultants, traffic light request applications, as required by the public agencies having jurisdiction of the Project, for the purpose of preparing suggestions and recommendations for appropriate traffic circulation, ingress and egress to and from the site for off site roadways providing of professional services for the filing of applications for administrative permits and securing approvals for traffic concepts to be utilized in developing the Master Plan for proposed development of the property. Compensation for professional services shall not exceed:

B1.3.1: \$ N/A for study and report.

B1.3.2: \$ N/A for design and construction documents to implement governmental agency requests.

B1.3.3: \$ N/A at this time for professional services related to the design and/or construction of roadways, pavement or traffic improvements off-site.

B.1.4 Professional Services to coordinate, and filing of applications for permits and approvals, furnish design, construction documents, and construction administration for the installation of water supply and sewer for off-site utilities, shall not exceed \$ N/A.

B.1.5 Professional Services to coordinate, filing of applications for permits and approvals, furnish design, construction documents, and construction administration for areas regulated by the Florida Department of Environmental Protection for project development shall not exceed \$ N/A. These services are included in the base contract lump sum fee for civil engineer.

B.1.6 Professional Services for full time inspection of sanitary sewer facilities designed by the Civil Engineer who shall be responsible for the completion of record drawings of all improvements required for certification to the appropriate governmental agencies shall not exceed \$ N/A at this time.

B.1.7 Professional Services to coordinate filing of applications for Rezoning, Special Exceptions and furnishing information for approvals to Governmental Agencies regulating project site development shall not exceed \$ N/A at this time. These services may be required as we currently go through the rezone process.

B.2 HOURLY RATES

Principal Architect.....	\$ <u>205.00</u>	per hr
Project Architect.....	\$ <u>175.00</u>	per hr
Intern Architect.....	\$ <u>120.00</u>	per hr
Architectural Draftperson.....	\$ <u>110.00</u>	per hr
Clerical Staff.....	\$ <u>85.00</u>	per hr
Educational Consultant.....	\$ <u>195.00</u>	per hr
Civil Engineer Principal.....	\$ <u>195.00</u>	per hr
Civil Project Manager.....	\$ <u>135.00</u>	per hr
Civil Project Engineer.....	\$ <u>125.00</u>	per hr
Civil Design Engineer.....	\$ <u>105.00</u>	per hr
Civil Draftperson.....	\$ <u>85.00</u>	per hr
Two man survey crew.....	\$ <u>140.00</u>	per hr
Three man survey crew.....	\$ <u>175.00</u>	per hr
Clerical.....	\$ <u>65.00</u>	per hr
Structural Engineer Principal.....	\$ <u>155.00</u>	per hr
Structural Engineer Staff.....	\$ <u>100.00</u>	per hr
Clerical.....	\$ <u>55.00</u>	per hr
Mechanical Engineer Principal.....	\$ <u>155.00</u>	per hr
Mechanical Engineer Staff.....	\$ <u>135.00</u>	per hr
Mechanical Designer.....	\$ <u>90.00</u>	per hr
Mechanical Draftperson.....	\$ <u>75.00</u>	per hr
Electrical Engineer Principal.....	\$ <u>150.00</u>	per hr
Electrical Draftperson.....	\$ <u>75.00</u>	per hr
Clerical.....	\$ <u>55.00</u>	per hr
Landscape Architect.....	\$ <u>130.00</u>	per hr
Landscape Planner.....	\$ <u>125.00</u>	per hr
Clerical.....	\$ <u>55.00</u>	per hr
Kitchen Consultant.....	\$ <u>130.00</u>	per hr

April 29, 2022

Jane Dreger
Director, Construction Services
Sarasota County Schools
Sarasota, Florida
7895 Fruitville Road, Sarasota, FL 34240

RE: K-8 SCHOOL AT CLARK & LORRAINE | SBSC PROJ #4625
PROPOSAL FOR A/E DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Dear Ms. Dreger:

Harvard Jolly Architecture (HJA) is pleased to submit the following fee proposal to provide Professional Architectural and Engineering services for the new K-8 School at Clark & Lorraine.

1.0 Project Understanding:

This project's scope of work includes architectural design and engineering services for adapting a K-8 prototype design to your new K-8 academic program. The campus building(s) will be approximately 195,000 gross square feet and contain a mixture of general classrooms, enhanced classrooms/laboratories, science laboratories, student collaboration spaces, adjacent outdoor learning environment, and core support spaces. Core support spaces include Administration, Food Service, Media Center, Gymnasium, Staff Support Spaces, EHPA Center Generator, and a Central Energy Plant. The total project budget is \$85,500,000.00. For purposes of calculating fees for this proposal, the construction budget is assumed to be \$71,400,000. Substantial Completion is expected to be June 28th, 2024.

2.0 Scope of Services:

The project basic scope of services shall include Architecture, Interior Design, Structural Engineering, Mechanical/Electrical/Plumbing Engineering, Fire Protection, IT/Security/AV, Food Service, and Landscape design. Civil Engineering, Landscape Architecture, Irrigation, and Environmental Engineering will be additional services. HJA will coordinate with all project engineers, plan reviewers, and permitting authorities throughout each phase toward a common goal of successfully coordinated construction documents, permitting phase services, construction administration services, and project close-out. Educational Specifications are included in basic services and will be provided initially at the completion of Construction Documents and in final format with the project close-out documents.

3.0 Proposal Assumptions:

3.1 The School Board of Sarasota County will provide Surveying (including utility, tree, and other required location services), Geotechnical Engineering, any required or requested Building Commissioning, and Threshold Building Inspections Services.

3.2 Project deliverables shall be at Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents, and a conformed set of documents after the permit comments are satisfied.

3.3 Stand-alone 'Early Site Permit Documents' will be provided as an Additional Service. This fee is identified in section 4 below.

3.4 Project shall be designed to Green Globes standards but not certified.

4.0 Compensation:

We based our Architectural Basic Services fee of 5.86% on an adapted prototype K-8 campus (recently built as Pine Island Academy K-8 in St John's County, Florida), consisting of approximately 195,000 gross square feet and containing

a mixture of general classrooms, enhanced classrooms/laboratories, science laboratories, student collaboration spaces, adjacent outdoor learning environment, and core support spaces. This will be a new design for Sarasota County Schools, intended to support a K-8 educational model that provides modern learning environment for students, staff, and the community. The design will also incorporate design and engineering systems that allow flexibility and adaptability to support program changes over time. Based upon the construction cost of \$71.4M, and utilizing the Florida Department of Management Services A/E Fee Calculator (average of complexity levels B, D & E), the basic services fee is \$4,017,678. The \$71.4M construction cost is expected to be the Construction Manager (CM) Guaranteed Maximum Price (GMP) amount calculated at the end of the final subcontractor bidding period and prepared by the CM for School Board approval. If the project size or construction budget or cost is increased our fee would be increased proportionately.

Basic Architectural and Engineering Services (\$71,400,000 x 5.627%): **\$ 4,017,678**

Additional Services:

Civil Engineering, Landscape, Irrigation, and Environmental (bugs and bunnies) **\$ 339,200**

Educational Specifications for a K-8 School **Included in Basic Services**

Enhanced Hurricane Protection Area Design and Engineering (Based on SREF Minimum Criteria) **\$ 188,190**

Early Site Permit Documents (Civil Engineering) **Included in Civil Fee Above**

Early Site Permit Documents (Architectural Site Coordination) **\$ 37,700**

Scope of services shall include additional design meetings, documentation/engineering to provide a separate and distinct Early Site Permit Document package. This shall include coordination with the Construction Manager and overall project schedule.

Total Basic Services and Additional Basic Services: **\$4,582,768**

Reimbursable Expenses Allowance **Included in Basic Services**

Reasonable printing, reproduction, Green Globes Registration, and incidental production document related expenses are included in this fee proposal.

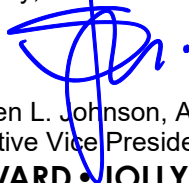
Basic Architectural and Engineering Services phase anticipated fee breakdown (per SBSC Contract):

Schematic Design (10%)
Design Development (20%)
Construction Documents (35%)
Bidding and Permitting (5%)
Construction Administration (25%)
Final Acceptance (5%)

Additional Services and Allowances shall track on percent complete of each line item.

We look forward to working with you and your team on this exciting project for Sarasota County Schools. We have committed the necessary resources to meet your project expectations. Please let us know if you have any questions.

Sincerely,



Stephen L. Johnson, AIA, ALEP
Executive Vice President | Principal

HARVARD • JOLLY ARCHITECTURE

cc: Emmet Van Aken, HJA file



April 21, 2022

Mr. Stephen L. Johnson, AIA, ALEP
Executive Vice President/Principal
Harvard Jolly, Inc.
2714 Dr. Martin Luther King Jr St N
St. Petersburg, FL 33704

**RE: Proposal for Professional Consulting Services for
The Lorraine Road K-8 School, Sarasota County, FL**

Dear Mr. Johnson,

This is to confirm several conversations and emails in which Harvard Jolly Inc. ("the Client") directed Kimley-Horn and Associates, Inc. ("Kimley-Horn") to create a Basic Services Plan ("BSP") which will include a Conceptual Planning, Construction Plans, Permitting Coordination, Off-site Transportation Concurrency Analysis, and Construction Phase Services. The BSP also consists of additional services which could include extra Construction Phase Services and agency coordination. Surveying services will be contracted directly through the School District and will not be part of the BSP. The BSP does **not** consist of Geotech, Environmental, Wire Utilities, Offsite Utility Improvements, Water Use Permitting or Underdrain Design. Specifically, you authorized us to perform the services described in the scope of services below.

Project Understanding

The scope of services and fees described herein are based upon our understanding of the project and assumptions as follows:

1. The proposed K-8 site is located south west of the Starry Night Avenue and Lorraine Road intersection and is approximately 65.09 acres in size in Section 21, Township 37 South, Range 19 East, Sarasota County, Florida. The site is west of the existing Skye Ranch development,
2. The existing property is zoned OUR, Open Use Rural. The School District is in the process of rezoning the property to GU, Government Use, and anticipates the property to be rezoned by January of 2023. This scope does not include preparing applications for the school project rezone but will be limited to providing support to the School District as requested.
3. The project will be constructed in one (1) phase and will include construction of a new K-8 school and associated access, parking, drainage, utilities, open space, and recreation/athletic areas on property.
4. It is assumed the new K-8 school was factored into the design for the Lorraine Road extension. Thus, concurrency for both traffic as well as utilities should have been accounted for. Access points for the school will need to be coordinated with Sarasota County Transportation Planning.

5. Kimley-Horn assumes that a boundary survey, existing conditions survey, and topographic survey are available in electronic format for our use.
6. Kimley-Horn has assumed minor wetlands impacts will be proposed for the project.
7. It has been assumed that the existing water, sewer, and reclaim mains along Lorraine Road are sufficient to serve the new K-8 school. Therefore, no off-site utility extensions are included in this scope of services.
8. Off-site roadway improvements (turn lanes) along Lorraine Road may be required for this project. A specific number of turn lanes have been assumed for this scope. Additional lanes will be considered an additional service.
9. The Client will provide copies of all available information pertinent to our services on the project.
10. The proposed site is in FEMA Flood Zone X per Map Number 12115C0235F dated November 4, 2016. Therefore, the project does not propose any FEMA floodplain impacts. Localized County floodplain will need to be reviewed and may require floodplain compensation.
11. This scope and fee include the design of a stormwater facility per current SWFWMD and Sarasota County requirements serving the K-8 school. Any off-site drainage will be designed to bypass through the school site.
12. It is our understanding that State Statutes do not require the proposed project meet Sarasota County standards or be submitted to Sarasota County for review, it has been assumed the Construction plans will be designed to Sarasota County requirements and submitted to the Development Review Committee (DRC) for review.
13. The Client will provide the proposed building footprints in AutoCAD format. We will also require the location of utility and stormwater connections at the buildings and fire flow requirements from the project MEP.
14. Any legal services necessary for this project will be provided by the attorney for the School District of Sarasota County.
15. Environmental consulting services necessary for this project has been included with this scope of services provided by Kimley-Horn.
16. The Client's Geotechnical Consultant will conduct soil borings in all proposed dry retention pond areas and determine the Seasonal Highwater Level (SHWL) at each boring. The Client's Geotechnical Consultant will provide the soil boring results in report format to Kimley-Horn for submittal with the Sarasota County and Environmental Resource Permitting (ERP) applications.
17. Kimley-Horn assumes responding to no more than one (1) request for additional information (RAI) from any of the applicable regulatory agencies, unless specifically noted otherwise in

this agreement. Any information required beyond the first additional information request will be performed as an additional service, the terms of which will be agreed to prior to its commencement.

Scope of Services

TASK I – PRELIMINARY DESIGN SERVICES

A. Kimley-Horn will provide support to the School District during the rezone application process. This support includes the preparation of exhibits, responses to comments, attending public meetings and hearings, etc. as requested by the School District for a total of 40 hours.

B. Kimley-Horn will work with the Client during the conceptual planning process for the campus layout for the K-8 school project. Kimley-Horn will review the layouts prepared by the Client providing input related to vehicular and pedestrian access and flow as with other constraints that may impact the layout. It has been assumed the Client will be generating the site layouts. Kimley-Horn has not included CADD production in this task. A total of 80 hours has been included in this task for coordination, meetings, and input.

C. Kimley-Horn will schedule and attend pre-application meetings with Sarasota County and the Southwest Florida Water Management District (SWFWMD).

D. Turn Lane Analysis. Kimley-Horn will analyze the anticipated project access connection(s) to determine the required turn lane lengths (if warranted/required) at the project access point(s).

E. Environmental Services

1. Habitat Mapping and Listed Species Survey

Kimley-Horn will map native habitats (uplands and wetlands) and land uses on the site in accordance with the Florida Land Use and Classification Forms System (FDOT 1999) and evaluate vegetation cover and general conditions for each wetland area and upland habitat. For purposes of this task, the sub-consultant will also map land uses and habitats within 500-feet of the property boundary to comply with Sarasota County and SWFWMD criteria.

Kimley-Horn will conduct a listed species survey to evaluate the site for state or federally threatened or endangered species that may warrant consideration during permitting (e.g., gopher tortoises, wood storks, bald eagles, Florida sandhill cranes, Southeastern American kestrels). Kimley-Horn will conduct a site review to evaluate the site for listed species or indications of their presence (e.g. burrows, nests, etc.). The listed species survey will include a preliminary (15% minimum) gopher tortoise survey of the uplands in accordance with Florida Fish and Wildlife Conservation Commission (FWC) *Gopher Tortoise Permitting Guidelines* (Revised January 2017) to locate any gopher tortoise burrows and evaluate the need for gopher tortoise permitting and relocation.

2. Environmental Narrative and Report

Kimley-Horn will produce a report summarizing its findings for wetland and surface water delineations, native upland habitats, and listed species occurring on or near the property

to identify development constraints associated with the property. The report will include relevant environmental information found during the field surveys and will also summarize the natural resource permitting requirements necessary to obtain state, federal, and local government authorizations for development. The report will also include maps that show the extent of jurisdictional wetlands, native upland habitats, and locations of any listed species or critical habitat, burrows or nests that are documented either on-site or near the site.

3. Gopher Tortoise Pre-Construction Surveys

A formal gopher tortoise survey will be required within 90-days of clearing or construction commencement in accordance with FWC's Gopher Tortoise Permitting Guidelines (Revised January 2017). Kimley-Horn will conduct a formal survey for gopher tortoises that covers 100% of the uplands within the development footprint to locate any burrows that have potential to be impacted. If gopher tortoise burrows are found within the development footprint, permitting and relocation for gopher tortoises will be addressed as an additional service.

TASK II – CIVIL DESIGN AND ENGINEERING

Based on the concept plan provided by Harvard Jolly, Kimley-Horn will perform design services in support of the preparation of Concurrent Site and Development / Construction Plans / Environmental Resource Plans for the improvements serving the K-8 project.

Kimley-Horn will prepare a stormwater management system design for the proposed on-site lakes to provide water quality, water quantity and localized floodplain compensation. This analysis will include review of the existing conditions, preparing a Revised Existing Conditions Model (RECM) and prepare a master stormwater management plan to include all proposed lakes, onsite wetlands, drainage conveyance and structures, roads, development areas and open/recreational space areas. The off-site drainage to be routed through and/or around the property.

Kimley-Horn will prepare the design and calculations for the on-site wastewater collection system and lift station for the K-8 project. It is anticipated that the system will consist of a gravity collection system connected to a new onsite lift station and associated forcemain piping to the existing force main located along the east side of the Lorraine Road R/W. It is assumed no off-site wastewater system or lift station improvements are needed for the project. Services associated with design and permitting of additional off-site improvements are not included with this agreement.

Kimley-Horn will prepare the design and calculations for the on-site water distribution system connecting to the existing water main along the west side of Lorraine Road. The potable water distribution will be designed to accommodate the potable and fire flow demands, as well the required pressures and building connection locations as provided by the Client's MEP Consultant. It is assumed no off-site water system improvements are needed for the project. Services associated with design and permitting of additional off-site improvements are not included with this agreement.

Kimley-Horn will prepare plans for (2) southbound right turn lane at each entrance and one (1) north bound left turn lane and median opening into the based on the results from the analysis performed in Task 1.D. This design will be submitted concurrently with the site design to Sarasota County through their Concurrent Site and Development application process for review. Should permitting other than the Concurrent Site and Development permit be required, it will be performed as an additional service.

TASK III – SITE AND DEVELOPMENT/CONSTRUCTION PLANS

Based on the Topographic and Boundary Survey provided by the Client and the approved master plan prepared in collaboration with the Architect, Kimley-Horn will prepare civil engineering plans for the project. The civil engineering plan set will consist of the following

Cover Sheet

This sheet will contain all relevant project/contact information, as well as general notes and legends.

Existing Conditions Plan

Including the boundary, topographic, and tree survey. (By others)

Site Plan

Kimley-Horn shall prepare a Site Plan, as indicated above, with associated parking and infrastructure. Site Plan shall include the following: site geometry, building setbacks; roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; storm water facility locations and dimensions; boundary dimensions; loading area dimensions; dimensions and locations of pedestrian walks; signing and marking design including directional signage; traffic signage, pavement marking including stop bars; directional arrows; parking striping and specifications.

Paving, Grading and Drainage Plan

Kimley-Horn shall prepare a plan for the site paving, grading and drainage systems to include: stormwater management design in accordance with the Sarasota County and SWFWMD; flood routing; pipe materials and sizing; grate and invert elevations; surface parking including pavement structural section; subgrade treatment; curbs; horizontal control; sidewalks; driveway connections; spot elevations; demolition; interfacing from paved surfaces to buildings; and construction details and specifications, and includes erosion and sedimentation control measures.

Utility Plans

Kimley-Horn shall prepare a plan for the site water distribution and sanitary sewer collection systems including: sewer main locations; pipe sizing; manhole locations; rim and invert elevations; sewer lateral locations and size; existing sewer main connection; main location; materials and sizing; fire hydrant locations; water service locations; fire service locations and sizes; pipe materials; meter locations; sample points; existing water main connections; and construction details and specifications.

Kimley-Horn shall show any existing utility locations on the utility plans as provided by the surveyor, and research applicable utility records for locations in accordance with best available information.

Turn Lane Plan

Kimley-Horn will prepare a plan for (2) southbound right turn lane at each entrance and one north bound left turn lane and median opening into the development as required by Sarasota County.

Civil Details and Construction Specifications

Kimley-Horn shall prepare construction details for site work improvements and erosion and sediment control measures. Typically, these details will correspond with Sarasota County standard details.

Civil Engineering Plans will be submitted in electronic (.PDF) and hardcopy signed and sealed format to the project team and Client for review and submitted for permitting as described in TASK V.

TASK IV – CODE MINIMUM LANDSCAPE PLANS

Kimley-Horn will provide code minimum required landscape architectural construction documents based on current Sarasota County published agency design criteria for code required landscaping consisting of the following:

- The landscape plan will consist of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details, and installation notes for implementation.
- The irrigation plan will consist of water source/point of connection, head layout, mainline and lateral line layout, valve sizes and locations, controller type and location, detailed drawings, and installation notes.

Preliminary landscape architecture plans will be submitted in electronic (.PDF) format to the project team for review. Comments received will be incorporated into the final construction documents and submitted to Sarasota County as a part of the civil construction documents.

TASK V – PERMIT APPLICATIONS

Kimley-Horn will prepare and submit one (1) permit application to each of the following agencies.

Sarasota County Development Services:

- Attend a Sarasota County Development Review Committee (DRC) Meeting to discuss application and any required additional informational needs from Sarasota County.
- Kimley-Horn will prepare a Sarasota County Land Development Review Application for concurrent Site and Development/Construction Plan review.

- Kimley-Horn will submit application, plans, calculations, environmental narrative, and other supporting documents to the Development Services for review.
- Kimley-Horn will prepare and submit a Surface Water Management Plan for review and approval by the Sarasota County Water Resources Department. This task consists of submitting the Revised Existing Conditions Model (RECM) for the project and proposed conditions model to document no off-site impacts.
- Kimley-Horn will prepare and submit a Utility Systems Analysis for review and approval by Sarasota County Utilities. This analysis will include the proposed on-site systems designed to the connection points at the adjacent right-of-way. It is also assumed that a new lift station will be required to serve the project and the sanitary sewer forcemain will be extended from the proposed lift station to a connection in the adjacent right-of-way. It is assumed that adequate capacity and pressure to serve the project are available in the existing water and sewer systems at the connection points described above. Confirmation of the exact connection points at these locations from the Sarasota County Utilities Department is necessary. If it is determined off-site utility main extensions beyond this or modeling of off-site features is required, it will be an additional service.

Southwest Florida Water Management District (SWFWMD):

- Kimley-Horn will prepare an application for a Standard General SWFWMD Environmental Resource Permit (ERP).
- Kimley-Horn will submit applications, plans, drainage calculations, environmental narrative, and other supporting documents to SWFWMD for review.
- Kimley-Horn will attend one (1) meeting with the SWFWMD to discuss requests for additional information.

Sarasota County Utility Construction Permit

- Kimley-Horn will prepare an application and supporting plans to the Sarasota County Utility Department for a Utility Construction Permit.
- Kimley-Horn will submit applications, utility construction plans, and utility system analysis reports to Sarasota County Utility Department for review and comment.

Water and Sewer Permits:

- Kimley-Horn will prepare a Florida Department of Health (FDOH) permit application for the water distribution system.
- Kimley-Horn will prepare a Florida Department of Environmental Protection (FDEP) application for the sewage collection system.
- Kimley-Horn will submit applications, utility construction plans, and utility system analysis reports to Sarasota County Utility Department for review and forwarding to FDEP for subsequent review and permit applications.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an optional service only after prior written authorization by Client. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered additional services.

Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Consultant is not responsible for extending time limited entitlements or permits. Consultant can provide hourly optional services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

TASK VI – CONSTRUCTION PHASE SERVICES

The construction phase services indicated below are for the K-8 school project which shall consist of the clearing, earthwork, water, wastewater, drainage improvements, and the certification of the project to SWFWMD, School District of Sarasota County, Sarasota County, and FDEP. It is anticipated that the Project will be constructed in one phase and that the duration of construction will be 18 months.

Kimley-Horn will provide professional construction phase services for school project for the purpose of providing assistance to Client during construction. These services are as follows:

- A. Stormwater Pollution Prevention Plan (SWPPP). Prepare a SWPPP for contractors and owners use and for submittal to the appropriate regulatory agencies. Plan will be site specific and will coordinate with contractor's schedule.
- C. Pre-Construction Conference. Conduct a Pre-Construction Conference with the contractor, Sarasota County, Sarasota County Utilities, and the School District of Sarasota County prior to commencement of work at the site.
- D. Wire Utilities. Contact wire utilities (power, phone, CATV, and natural gas) and prepare a composite drawing of the road crossing data as provided by the various utility companies. Kimley-Horn will add road crossing data as provides by the Owner that pertain to street lighting, irrigation, entrance features, etc. KHA will provide the utilities one set of base drawings and electronic files to complete their design. This proposal is based on an initial meeting with the utilities and one follow up contact to the utilities to obtain the necessary information.
- E. Visits to Site and Observation of Construction. Attend bi-monthly progress meetings during the site work portions of the project and provide on-site construction observation services for the estimated time of five (5) hours combined per week during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. It is anticipated that while the overall school construction will take 18 months, the active site civil construction will have a duration of 180 days and site visits in excess of five (5) hours per week combined for six months of site construction will be deemed an additional service.

Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn shall keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's visits to the site will be to enable Kimley-Horn to better carry out the duties and responsibilities assigned in this Agreement to Kimley-Horn during the construction phase by Client, and, in addition, by the exercise of Kimley-Horn's efforts, to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

- F. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- G. Inspections and Tests. Kimley-Horn may require such special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.
- H. Record Drawings. Review Contractor's or Owner's Surveyor's record drawings for compliance to the approved Construction Drawings and applicable regulatory agency standards. Provide Surveyor with comments on the draft record drawings and one follow up set of comments. Coordinate with Surveyor to receive final sets of record drawings

consistent to the requirements of the appropriate regulatory agency. Any additional reviews will be considered an additional service.

- I. **Substantial Completion.** Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the work substantially complete, Kimley-Horn shall notify Client and Contractor.
- J. **Final Notice of Acceptability of the Work.** Conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief and based on the extent of the services provided by Kimley-Horn under this Agreement and based upon information provided to Kimley-Horn upon which it is entitled to rely.
- K. **Certification documents.** Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Kimley-Horn will prepare and submit to the appropriate regulatory agency the certificates of completion of construction. This contract is based on one phase of construction and one set of certifications of completion of construction for the project. These certifications shall include SWFWMD, School District of Sarasota County, Sarasota County, Sarasota County Utilities, and FDEP.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement.

- 1. Environmental (Hazardous Wastes) Services.
- 2. Geotechnical Services.
- 3. Underdrain design or plans.
- 4. Surveying and Construction Stakeout

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- 1. Attendance at public hearings.

2. Structural design.
3. Traffic Operational Analysis Study.
4. Signalization study or design.
5. Traffic Counts
6. Revisions to any of the plans following receipt of the site plan from the Client.
7. Plan review or permit application fees.
8. Water Use Permitting through SWFWMD.
9. Preparation of more than one (1) SWFWMD Permit Application.
10. Off-site roadway improvements or utility extensions.
11. Construction Phase Services in excess of the 180 calendar days.
12. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
13. Meetings beyond those indicated in the scope of services.

Fee and Expenses

We will perform the services described in Tasks I through VI of the Scope of Services for a lump sum fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	FEE
I	PRELIMINARY DESIGN SERVICES	\$45,500
II	CIVIL DESIGN AND ENGINEERING	\$35,000
III & IV	SITE AND DEVELOPMENT/CONSTRUCTION PLANS CODE MINIMUM LANDSCAPE PLANS	\$122,500
V	PERMIT APPLICATIONS	\$49,000
VI	CONSTRUCTION PHASE SERVICES	\$87,000
TOTAL LUMP SUM FEE FOR TASKS I - VI		\$339,000

Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Harvard Jolly, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Dean L. Paquet, P.E.
Project Manager

Seth Schmid, P.E.
Assistant Secretary

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Attachments – Request for Information and Standard Provisions

Agreed to this day _____ of _____, 2022.

HARVARD JOLLY, INC.

By: _____,

Please Type/Print Name

Attest: _____,

Please Type/Print Name

Affix Corporate Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____
