



AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the thirteenth day of March in the year two thousand eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Venice
401 West Venice Avenue
Venice, FL 34285

and the Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

for the following Project:
(Name, location and detailed description)

Venice Public Safety Facility
East Venice Ave, Venice FL 34285

The Construction Manager (if known):
(Name, legal status, address and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]-2007, General Conditions of the Contract for Construction; A133[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Venice Police Department – Public Safety Facility Study, Space Needs Assessment - April 26, 2016

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The property is approximately 10.13 acres, located in the City of Venice within Section 09, Township 39 South, Range 19 East and consists of two parcels (Parcel ID's 0412070004 and 0412070005). Site Survey – Brigham/Allen Land Surveying – Alta / NSPS Land Title Survey, dated 01/02/2018. Geotechnical Report – Universal Engineering Sciences, Preliminary Geotechnical Exploration, dated 01/02/2018. Public Utilities available – 24 inch Reclaim Water main, 6 inch Force Main (Wastewater) 16 inch and 12 inch Water Main (Potable Water), Legal Description – PARCEL 1 - TRACT 9 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 304 FEET OF THE EAST 2,769 FEET OF THE NORTH 726 FEET OF THAT PART OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING SOUTH OF THE EXISTING RIGHT OF WAY OF VENICE AVENUE EAST, SARASOTA COUNTY, FLORIDA. PARCEL 2 TRACT 8 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 304 FEET OF THE EAST 2,465 FEET OF THE NORTH 726 FEET OF THAT PART OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING SOUTH OF THE EXISTING RIGHT OF WAY OF VENICE AVENUE EAST, SARASOTA COUNTY, FLORIDA.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximately \$9,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Building Permit and Building/Site Bid Documents complete January 2019 and Site Permit Documents complete 2018

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

Bond Expiration August 2020

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☐ AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price or similar AIA document.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

One (1) Site Development Bid Package, One (1) Building Bid Package

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Ed Lavalley, City Manager (or designee)
Venice City Hall
401 West Venice Avenue
Venice, Florida 34285

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Init.

PROJECT REPRESENTATIVE
Rob Goodson
City of Venice Police Department
1350 Ridgewood Avenue
Venice, Florida 34292

PROJECT MANAGEMENT CONSULTANT
Ron Ford
Otb Consulting, Inc.
305 South MacDill Avenue
Tampa, Florida 33629

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:

TBD Owner intends to retain a Construction Manager prior to the start of Design Development Phase.

.2 Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

None identified at this time

.3 Land Surveyor:

TBD as these services are required

.4 Geotechnical Engineer:

TBD as these services are required

.5 Civil Engineer:

Provided as part of Architect's Services

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

PROJECT MANAGEMENT CONSULTANT
Otb Consulting, Inc.
305 South MacDill Avenue
Tampa, FL 33609

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Jim Beight, AIA, LEED AP, Principal
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
407.843.5120

Daniel Barrett, Assoc. AIA, Project Manager
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
321.354.9759

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Security/Technology Engineer:

TLC Engineering for Architecture
6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

.2 Mechanical Engineer:

TLC Engineering for Architecture
6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

.3 Electrical Engineer:

TLC Engineering for Architecture
6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

§ 1.1.12.2 Consultants retained under Additional Services:

Construction Consultants & Associates, Inc.
P.O. Box 2086
Riverview, FL 33568
813.610.4232

§ 1.1.13 Other Initial Information on which the Agreement is based:

RFQ #3075-17 Professional Architectural and Engineering Services for City of Venice Public Safety Facility, Date of issue November 18, 2017

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain insurance coverage for the duration of this Agreement and extending after the completion date as described in Exhibit B Insurance Requirements.

§ 2.6.1 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Exhibit A and Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Exhibit A and this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 Specialty Consultants included under Basic Services: Civil Engineering, Landscape Design (see Attachment A of Exhibit A - Basis of Proposal), Telecommunications/Data Design (see Attachment B of Exhibit A - Basis of Proposal) and Conformed Documents (description provided in Exhibit A – Basis of Proposal)

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's

program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for

Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require 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 Architect 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 Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Owner designates Project Management Consultant to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, to render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager'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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Not Provided	
§ 4.1.2 Programming (B202™–2009)	Owner	
§ 4.1.3 Multiple preliminary designs	Not Provided	
§ 4.1.4 Measured drawings	Not Provided	

Init.

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§ 4.1.5	Existing facilities surveys	Not Provided	
§ 4.1.6	Site evaluation and planning (B203™–2007)	Not Provided	
§ 4.1.7	Building information modeling (E203™–2013)	Not Provided	
§ 4.1.8	Intentionally Omitted		
§ 4.1.9	Intentionally Omitted		
§ 4.1.10	Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.11	Value analysis (B204™–2007)	Not Provided	
§ 4.1.12	Detailed cost estimating	Architect	Exhibit A
§ 4.1.13	On-site project representation (B207™–2008)	Not Provided	
§ 4.1.14	Conformed construction documents	Not Provided	
§ 4.1.15	As-designed record drawings	Not Provided	
§ 4.1.16	As-constructed record drawings	Not Provided	
§ 4.1.17	Post occupancy evaluation	Not Provided	
§ 4.1.18	Facility support services (B210™–2007)	Not Provided	
§ 4.1.19	Tenant-related services	Not Provided	
§ 4.1.20	Coordination of Owner’s consultants	Owner	
§ 4.1.21	Intentionally Omitted		
§ 4.1.22	Security evaluation and planning (B206™–2007)	Not Provided	
§ 4.1.23	Commissioning (B211™–2007)	Not Provided	
§ 4.1.24	Extensive environmentally responsible design	Not Provided	
§ 4.1.25	LEED® certification (B214™–2012)	Not Provided	
§ 4.1.26	Historic preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, furnishings, and equipment design	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Refer to Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to decisions or changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner’s request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification (services required to provide a building design compliant with Florida Statute 255.2575 shall not be considered Additional Services);
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations not in place at the time Construction Documents are completed;

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing, with the exception of those identified in Exhibit A;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate, when these substitutions are not necessitated by the Architect's errors or omissions.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service, when these documents are not necessitated by the Architect's errors or omissions;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom, when these substitutions are not necessitated by the Architect's errors or omissions; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-Nine (29) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to decisions or changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service 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 reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) any other individual or entity as required by Florida's Public Records Laws under Chapter 119, Florida Statutes.

§ 10.9 Architect agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under this Agreement; upon the request of the Owner's Custodian of Public Records, by providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Architect does not transfer the records to the Owner; and upon completion of the Agreement by transferring, at no cost, to the Owner all public records in possession of Architect or by keeping and maintaining all public records required by the Owner to perform the services under this Agreement. If the Architect transfers all public records to the Owner upon completion of the Agreement, the Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the Agreement, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Eight hundred forty thousand two hundred fifty-seven dollars (\$840,257.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Forty seven thousand nine hundred dollars (\$47,900.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated Fee for identified services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus eight percent (8 %), or as otherwise stated below:

§ 11.5 Compensation for Basic Services is based on a stipulated sum and the compensation for each phase of services shall be as follows:

Building - Schematic Design	\$100,622.55	percent (	12	%)
Building - Design Development	\$134,163.40	percent (	16	%)
Building - Construction Documents	\$234,785.95	percent (	28	%)
Building - Bidding	\$20,124.51	percent (	3	%)
Building - Construction	\$181,120.59	percent (	22	%)
Civil – Schematic Design	\$18,666.00	percent (	2	%)
Civil – Design Development	\$69,888.00	percent (	8	%)
Civil – Construction Documents	\$43,554.00	percent (	5	%)
Civil – Bidding	\$3,733.20	percent (	.1	%)
Civil - Construction	\$33,598.80	percent (	3.9	%)
Total Basic Compensation	\$840,257.00	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 DELETED

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(Paragraphs deleted)

Employee or Category	Rate (\$0.00)
Principal	280.00
Project Manager	200.00
Senior Architect	200.00
Architect	135.00
Sr Interior Designer	172.00
Interior Designer	115.00
Intern Architect	90.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, to be paid in accordance with section 112.061, Florida Statutes, does not include travel by Architect and/or Consultants between Dewberry main office located in Orlando and locations other than the Project Location
- .2 DELETED
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings (unless otherwise identified in Exhibit A), models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 DELETED
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus two percent (2 %) of the expenses incurred. Architect estimates the cost of reimbursables to be Thirty Thousand Dollars (\$30,000)

(Paragraphs deleted)

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay Architect an amount equal to actual costs incurred by Architect to date minus fees already paid, to retain the use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 11.10 Payments to the Architect

§ 11.10.1 DELETED

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner as supporting documentation for each corresponding invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

Init.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 NOT USED
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Basis of Proposal Venice Public Safety Facility dated 03-13-18

Attachment A – Civil Engineering and Landscape Architecture Scope of Work (Part of Exhibit A)

Attachment B – Technology, Audio Visual, and Security Scope of Work (Part of Exhibit A)

Exhibit B – Insurance Requirements

ARTICLE 14 OTHER CONDITIONS OR SERVICES

§ 14.1 DESIGN CONTINGENCY

§ 14.1.1 Architect makes no warranty, express or implied, that its design is free of errors. Owner and Architect agree that certain increased costs and changes during construction may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of two and a half percent (2.5%) of the Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum, but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseeable conditions are not costs due to errors, omissions or inconsistencies.

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

City of Venice in Sarasota County, Florida

Dewberry Architects, Inc.

OWNER (Signature)

John Holc, Mayor
(Printed name and title)

ARCHITECT (Signature)

James L. Beight, AIA, Principal
(Printed name and title)

Attest:

Attest:

Katherine Pin
03/07/18

CITY CLERK

Signed by (typed or printed)

Katherine Pin

Approved as to Form and Correctness

David Persson, City Attorney

Init.

Additions and Deletions Report for AIA® Document B133™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:49:09 on 03/08/2018.

PAGE 1

AGREEMENT made as of the thirteenth day of March in the year two thousand eighteen

...

City of Venice
401 West Venice Avenue
Venice, FL 34285

...

Dewberry Architects Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

...

Venice Public Safety Facility
East Venice Ave, Venice FL 34285

...

TBD

PAGE 2

Venice Police Department – Public Safety Facility Study, Space Needs Assessment - April 26, 2016

...

The property is approximately 10.13 acres, located in the City of Venice within Section 09, Township 39 South, Range 19 East and consists of two parcels (Parcel ID's 0412070004 and 0412070005). Site Survey – Brigham/Allen Land Surveying – Alta / NSPS Land Title Survey, dated 01/02/2018. Geotechnical Report – Universal Engineering Sciences, Preliminary Geotechnical Exploration, dated 01/02/2018. Public Utilities available – 24 inch Reclaim Water main, 6 inch Force Main (Wastewater) 16 inch and 12 inch Water Main (Potable Water). Legal Description – PARCEL 1 - TRACT 9 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 304 FEET OF THE EAST 2,769 FEET OF THE NORTH 726 FEET OF THAT PART OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING SOUTH OF THE EXISTING RIGHT OF WAY OF VENICE AVENUE EAST, SARASOTA COUNTY, FLORIDA. PARCEL 2 TRACT 8 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 304 FEET OF THE EAST 2,465 FEET OF THE NORTH 726 FEET OF THAT PART OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING SOUTH OF THE EXISTING RIGHT OF WAY OF VENICE AVENUE EAST, SARASOTA COUNTY, FLORIDA.

PAGE 3

Approximately \$9,000,000.00

...

Building Permit and Building/Site Bid Documents complete January 2019 and Site Permit Documents complete 2018

...

TBD

...

TBD

...

Bond Expiration August 2020

...

[] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.Price or similar AIA document.

[] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

...

One (1) Site Development Bid Package, One (1) Building Bid Package

...

NA

...

Ed Lavallee, City Manager (or designee)
Venice City Hall
401 West Venice Avenue
Venice, Florida 34285

PAGE 4

PROJECT REPRESENTATIVE

Rob Goodson
City of Venice Police Department
1350 Ridgewood Avenue
Venice, Florida 34292

PROJECT MANAGEMENT CONSULTANT

Ron Ford
Otb Consulting, Inc.
305 South MacDill Avenue

Tampa, Florida 33629

...

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)

TBD Owner intends to retain a Construction Manager prior to the start of Design Development Phase.

...

None identified at this time

...

TBD as these services are required

...

TBD as these services are required

...

Provided as part of Architect's Services

...

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

PROJECT MANAGEMENT CONSULTANT

Otb Consulting, Inc.
305 South MacDill Avenue
Tampa, FL 33609

...

Jim Beight, AIA, LEED AP, Principal
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
407.843.5120

Daniel Barrett, Assoc. AIA, Project Manager
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
321.354.9759

PAGE 5

.1 Structural Security/Technology Engineer:

TLC Engineering for Architecture
6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

...

TLC Engineering for Architecture

6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

...

TLC Engineering for Architecture
6371 Business Blvd.
Sarasota, FL 34240
941.217.5200

...

Construction Consultants & Associates, Inc.
P.O. Box 2086
Riverview, FL 33568
813.610.4232

...

RFQ #3075-17 Professional Architectural and Engineering Services for City of Venice Public Safety Facility, Date of issue November 18, 2017

PAGE 6

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

insurance coverage for the duration of this Agreement and extending after the completion date as described in Exhibit B Insurance Requirements.

§ 2.6.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage. The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than — (\$ —).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 3.1 The Architect's Basic Services consist of those described in ~~Article 3~~ Exhibit A and Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Exhibit A and this Article 3 are Additional Services.

PAGE 7

§ 3.1.9 Specialty Consultants included under Basic Services: Civil Engineering, Landscape Design (see Attachment A of Exhibit A - Basis of Proposal), Telecommunications/Data Design (see Attachment B of Exhibit A - Basis of Proposal) and Conformed Documents (description provided in Exhibit A – Basis of Proposal)

PAGE 10

§ 3.6.2.5 ~~Unless the Owner and Construction Manager designate another person~~ Owner designates Project Management Consultant to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, ~~the Architect shall to~~ render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

PAGE 11

§ 4.1.1 Assistance with selection of the Construction Manager	<u>Not Provided</u>	
§ 4.1.2 Programming (B202™–2009)	<u>Owner</u>	
§ 4.1.3 Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.4 Measured drawings	<u>Not Provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.6 Site evaluation and planning (B203™–2007)	<u>Not Provided</u>	
§ 4.1.7 Building information modeling (E203™–2013)	<u>Not Provided</u>	
§ 4.1.8 Civil engineering Intentionally Omitted		
§ 4.1.9 Landscape design Intentionally Omitted		
§ 4.1.10 Architectural interior design (B252™–2007)	<u>Not Provided</u>	
§ 4.1.11 Value analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.12 Detailed cost estimating	<u>Architect</u>	<u>Exhibit A</u>
§ 4.1.13 On-site project representation (B207™–2008)	<u>Not Provided</u>	
§ 4.1.14 Conformed construction documents	<u>Not Provided</u>	
§ 4.1.15 As-designed record drawings	<u>Not Provided</u>	
§ 4.1.16 As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.17 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.18 Facility support services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.19 Tenant-related services	<u>Not Provided</u>	
§ 4.1.20 Coordination of Owner's consultants	<u>Owner</u>	
§ 4.1.21 Telecommunications/data design Intentionally Omitted		
§ 4.1.22 Security evaluation and planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.23 Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.24 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.25 LEED® certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.26 Historic preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™–2007)	<u>Architect</u>	<u>Exhibit A</u>

PAGE 12

Refer to Exhibit A

...

- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the

Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to decisions or changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® ~~certification~~; certification (services required to provide a building design compliant with Florida Statute 255.2575 shall not be considered Additional Services);

- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official ~~interpretations~~; interpretations not in place at the time Construction Documents are completed;

PAGE 13

- .8 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing, with the exception of those identified in Exhibit A;

...

- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control ~~Estimate~~. Estimate, when these substitutions are not necessitated by the Architect's errors or omissions.

...

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of ~~Service~~; Service, when these documents are not necessitated by the Architect's errors or omissions;

...

- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting ~~therefrom~~; therefrom, when these substitutions are not necessitated by the Architect's errors or omissions; or

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

- .2 Twenty-Nine (29) visits to the site by the Architect over the duration of the Project during construction

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to decisions or changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

PAGE 17

[X] Litigation in a court of competent jurisdiction

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, ~~or~~ (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, ~~information~~, or (4) any other individual or entity as required by Florida's Public Records Laws under Chapter 119, Florida Statutes.

§ 10.9 Architect agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under this Agreement;

upon the request of the Owner's Custodian of Public Records, by providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Architect does not transfer the records to the Owner; and upon completion of the Agreement by transferring, at no cost, to the Owner all public records in possession of Architect or by keeping and maintaining all public records required by the Owner to perform the services under this Agreement. If the Architect transfers all public records to the Owner upon completion of the Agreement, the Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the Agreement, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

...

(Insert amount of, or basis for, compensation.)

Eight hundred forty thousand two hundred fifty-seven dollars (\$840,257.00)

PAGE 20

Forty seven thousand nine hundred dollars (\$47,900.00)

...

Negotiated Fee for identified services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus eight percent (8 %), or as otherwise stated below:

...

§ 11.5 ~~Where compensation~~ Compensation for Basic Services is based on a stipulated sum ~~or percentage of the Cost of the Work, and~~ the compensation for each phase of services shall be as follows:

<u>Building - Schematic Design Phase</u>	<u>\$100,622.55</u>	percent (	<u>12</u>	<u>%)</u>
<u>Building - Design Development Phase</u>	<u>\$134,163.40</u>	percent (	<u>16</u>	<u>%)</u>
<u>Building - Construction DocumentsPhase</u>	<u>\$234,785.95</u>	percent (	<u>28</u>	<u>%)</u>
<u>Construction PhaseBuilding - Bidding</u>	<u>\$20,124.51</u>	percent (	<u>3</u>	<u>%)</u>
<u>Building - Construction</u>	<u>\$181,120.59</u>	percent (	<u>22</u>	<u>%)</u>
<u>Civil - Schematic Design</u>	<u>\$18,666.00</u>	percent (	<u>2</u>	<u>%)</u>
<u>Civil - Design Development</u>	<u>\$69,888.00</u>	percent (	<u>8</u>	<u>%)</u>

Civil – Construction Documents	\$43,554.00	percent (	5	%)
Civil – Bidding	\$3,733.20	percent (	.1	%)
Civil - Construction	\$33,598.80	percent (	3.9	%)
Total Basic Compensation	one hundred \$840,257.00	percent (	100	%)

...

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~DELETED~~

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

...

Principal	280.00
Project Manager	200.00
Senior Architect	200.00
Architect	135.00
Sr Interior Designer	172.00
Interior Designer	115.00
Intern Architect	90.00

PAGE 21

- .1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence, to be paid in accordance with section 112.061, Florida Statutes, does not include travel by Architect and/or Consultants between Dewberry main office located in Orlando and locations other than the Project Location
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~DELETED~~
- ...
- .7 Renderings, ~~Renderings~~ (unless otherwise identified in Exhibit A), models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~DELETED~~
- ...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus two percent (2 %) of the expenses incurred. Architect estimates the cost of reimbursables to be Thirty Thousand Dollars (\$30,000)

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued Architect an amount equal to actual costs incurred by Architect to date minus fees already paid, to retain the use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: Project.

...

§ 11.10.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. **DELETED**

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times submitted to the Owner as supporting documentation for each corresponding invoice.

...

None
PAGE 22

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

NOT USED

...

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Basis of Proposal Venice Public Safety Facility dated 03-13-18

Attachment A – Civil Engineering and Landscape Architecture Scope of Work (Part of Exhibit A)

Attachment B – Technology, Audio Visual, and Security Scope of Work (Part of Exhibit A)

Exhibit B – Insurance Requirements

ARTICLE 14 OTHER CONDITIONS OR SERVICES

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omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum, but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseeable conditions are not costs due to errors, omissions or inconsistencies.

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

City of Venice in Sarasota County, Florida

Dewberry Architects, Inc.

...

John Holic, Mayor

James L. Beight, AIA, Principal

...

Attest:

Attest:

CITY CLERK

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

EXHIBIT A

BASIS OF PROPOSAL

Venice Public Safety Facility

March 13, 2018

ARCHITECTURAL AND ENGINEERING SERVICES

SCOPE OF WORK

1. The proposed project, located on East Venice Blvd. on a ten acre site will include a Police Station, approximately 30,000 square feet, designed to withstand a category 5 hurricane, with support services that include an Emergency Operations Center, Data Center, Evidence Processing and Storage spaces, Training Facility, a Community Meeting Room, and Multipurpose room. Dewberry will begin with a detailed verification of the owner furnished program.
2. This proposal includes the attached Attachment A – Civil Engineering & Landscape and Attachment B – Technology, Audio Visual, and Security Scope of Work.
3. Basic Services will include Architectural, Interior Design, Equipment Planning/Coordination, Site/Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection Engineering, Program Verification, Furniture planning for Fixtures & Equipment Specification (FF&E), Security/Technology AV Engineering, and Landscape Design and will be provided per AIA B133-2014 Form of Agreement between Owner and Architect.
4. Priced Additional Services include: Independent Cost Estimate, provided in the Schematic Design Phase and FF&E design, specification, and bid package. The Construction Manager will provide its own estimating services during the design phases of the project. Unpriced Additional Services such as Geotechnical Engineering Services, and Site Surveying may be provided as an additional services at the City's request.
5. The project will be delivered using a Construction Manager at Risk delivery methodology with the CM on board during the design phases to give cost, schedule and constructability feedback to the team.
6. This proposal is based upon the execution of a *B133- 2014 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition* (Copy attached) and the use of *AIA Document A201™-2007, General Conditions of the Contract for Construction*. These documents are intended to be complementary to each other and their requirements coordinated. If the requirements of one document are found to be in conflict with the requirements of one of the other documents, then the more stringent requirement shall prevail.

DETAILED DESCRIPTION OF SCOPE OF WORK AND DELIVERABLES

PROGRAM VERIFICATION PHASE

A kick-off meeting begins the process wherein a verification of the existing program (developed by Architects Design Group) and the project schedule (milestones).

Program Deliverables:

- (1) Hard Copy – 8.5 x 11 confirmation letter of the verified Program and proposed schedule with milestone dates identified
- Electronic Copy – PDF

SCHEMATIC DESIGN PHASE (SD)

The Schematic Design Phase will begin by working closely with the key stakeholders from the City of Venice and the Police Department through a Design Workshop. Three (3) Conceptual Design Concepts will be prepared for review by the City and Police Department in a maximum of two Schematic Design Workshops. The workshops will include the exploration of various design and planning alternatives which encompass evaluation, implications and recommendations regarding each option. A separate Community Design Workshop will include a presentation of the project to the public.

Upon completion of all Design Workshops floor plans, exterior elevations, and narratives are created for pre-submission consultation with the Planning Commission.

In accordance with the attached AIA document a Schematic Design Package will be developed for review and approval by the City of Venice.

Schematic Design Deliverables:**100% City, Police, Owner Representative Review Sets**

- (2) Hard Copies – 24x36 inch set of drawings – approximately 4 sheets
- Electronic Copy – PDF
- (2) Exterior Color Renderings
- Optional Additional Service - Rough Order of Magnitude (ROM) Independent Cost Estimate (for Architect/Owner's use)

DESIGN DEVELOPMENT PHASE (DD)

During the Design Development phase, the tasks performed will focus on the fundamental objective to make decisions relating to the facility's construction, finish and equipment. The Architect will perform a one day "over the shoulder" review with the key stakeholders at 50% DD. The 50% DD review will consolidate all review comments into one (1) full set of drawings for record purposes.

Design Development Deliverables:**50% DD - Police, Owner's Rep. Over the Shoulder Review Sets and CM Pricing Set**

- (2) Hard Copies - 24x36 inch set of drawings – approximately 25 sheets
 - Drawings shall include: Civil Site Plan, Architectural Floor Plans, Exterior Elevations, Reflected Ceiling Plans, Preliminary Tele/Comm and MEP Plans
- Electronic Copy – PDF (Owner's Rep)

100% DD - City, Police, Owner's Rep. Record Sets and CM Pricing Set

- (3) Hard Copies - 24x36 inch set of drawings – approximately 75 sheets
- Outline Specifications
- Electronic Copy – PDF (Owner's Rep)

- (2) Exterior Color Renderings
- (1) Interior Color Rendering

CONSTRUCTION DOCUMENT PHASE (CD)

Construction Document development in accordance with the referenced AIA Agreement and submission to the Planning Commission for final review and approval. The Architect will perform a one day “over the shoulder” review with the key stakeholders at 50% CD. The 50% CD review will consolidate all review comments into one (1) full set of drawings for record purposes.

Construction Document Deliverables:

50% CD - City, Police, Owner’s Rep. Over the Shoulder Review Sets and CM Pricing Set

- (3) Hard Copies - 24x36 inch set of drawings – 175 sheets
- Project Specifications
- Electronic Copy – pdf (Owner’s Rep)

100% CD/Bid Set - City, Police, and Owners Rep Record Set

- (3) Hard Copies - 24x36 inch set of drawings – 275 sheets
- Project Specifications
- Electronic Copy – pdf (Owner’s Rep)

Planning Commission 100% Submittal

(14) Submission Hard Copies - 24x36 inch set of drawings (Submittal Fees Excluded)

BIDDING

Bid Package 100% (Construction Documents and Project Specifications for building and site work) will be submitted to the Construction Manager for bidding purposes. The design team will respond to RFIs, issue addenda, and evaluate valid substitution requests during the bidding process. Evaluation of value engineering suggestions made by any party during the bidding phase and any proposed or required changes to the construction documents as a result of such value engineering suggestions may be provided as additional services.

CONSTRUCTION ADMINISTRATION PHASE (CA)

In addition to routine construction administration services, over an assumed 13 month construction period, provided in accordance with the referenced AIA Agreement, our team will work in collaboration with the Construction Manager to deliver the construction of your facility. In addition to periodic site visits by the project team (architects and engineers) consistent with construction process intensity, the administration services include review of Construction Manager-issued monthly payment certificates, submittals and sample review, preparation of necessary clarifications, estimating/review and the approval of changes. The periodic site visits can be supplemented by additional on-site observation depending on the specific project needs and as required by the City of Venice. For the purpose of your project we have included in our services the following site visits:

1. 1 Construction Kick-Off Meeting
2. Biweekly Periodic Site Visits
3. Pre-Installation Site Conferences – to occur concurrently with Biweekly Site Visits
4. 1 Substantial Completion Visit
5. 1 Final Completion Visit

PROPOSED SCHEDULE

- Program Verification – 1 week
- Conceptual Design – 5 weeks
 - City Review – 2 weeks (assumed time for review)
- Schematic Design – 6 weeks
 - Workshops – 2 days (within SD phase)
 - City Review – 2 weeks (assumed time for review)
- Design Development – 10 weeks
 - City Review – 2 weeks (assumed time for review)
- Construction Documents – 14 weeks
 - SWFWMD Permit – 8 weeks (submittal concurrent with CD phase)
 - FDEP Permit – 4 weeks (submittal concurrent with CD phase)
- City of Venice Building Permit – 8 weeks

CLARIFICATIONS

- All permit submittal, impact and any applicable fees related to this project are excluded
- Independent Cost Estimating is for the City and Design team's reference and does not replace the Construction Managers responsibilities per the attached AIA document
- See attached detailed Civil Site Design/Permit Schedule for additional details
- City review time indicated in the Proposed Schedule is an assumption by the Architect. The actual review time will be agreed to during the Project Kick-off Meeting
- Proposal is based upon the delivery of one 100% complete bid package for all work.

FEE STRUCTURE

Dewberry has developed Fixed Fees for Basic and Additional Services per the AIA's standard agreement with reimbursable expenses listed below. The Fees are based on the information provided in your proposal request and our initial professional judgment of how your project should be structured.

BASIC SERVICES FEES

Basic Services as defined by the American Institute of Architects (AIA) includes architectural, interiors, structural, mechanical, electrical, plumbing, and fire protection services. Also included within the Basic Services Fee: Civil Engineering, Landscape Architecture, and Security/ Technology AV Engineering. The following fees have been estimated by Dewberry to be a guaranteed maximum fee for the proposed scope of work by phase:

Standard Building Design Services

Schematic Design	\$100,622.55
Design Development	\$134,163.40
Construction Documents	\$234,785.95
Bidding	\$20,124.51
Construction Administration	\$181,120.59

Subtotal Standard Building Design Services	\$670,817.00
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Standard Civil Engineering Design Services

Schematic Design	\$18,666.00
Design Development	\$24,888.00
Construction Documents	\$43,554.00
Bidding	\$3,733.20
Construction Administration	\$33,598.80

Rezoning Services (Part of Design Development)	\$25,500.00
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Plan of Development Services (Part of Design Development)	\$19,500.00
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Subtotal Standard Design Services Civil Engineering	\$169,440.00
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TOTAL BASIC DESIGN SERVICES	\$840,257.00
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REIMBURSABLE EXPENSES

Typical reimbursable expenses anticipated for your project include internal construction document printing expenses for the Dewberry team and City of Venice and travel expenses from our office to project meetings. Expenses will be billed on a monthly basis at cost plus a with 2% mark-up to cover administrative and processing costs.

REIMBURSABLE ALLOWANCE TO BE	\$30,000.00
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ADDITIONAL SERVICES FEES

Additional Services listed below are not included in Basic Services and may be selected by the City of Venice as required:

Schematic Design - Independent Cost Estimating	\$4,000.00
Furniture, Fixtures & Equipment (FF&E)	\$43,900.00

SUBTOTAL ADDITIONAL SERVICES:	\$47,900.00
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ATTACHMENT A

Venice Public Safety Facility

March 13, 2018

CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE SCOPE OF WORK

ZONING MAP AMENDMENT/ PUBLIC WORKSHOP

During this phase of our services, we will prepare and process an application for an Amendment to the City Zoning Map. As required by the Land Development Regulations, we will organize and conduct a public workshop prior to submitting the application. The workshop will be noticed as required by the regulations. The Zoning Map Amendment will be processed through the city and we will attend the Public Hearing at the City Planning Commission and City Council. It is our understanding that we will be working with the city attorney's office as part of the approval process for this amendment.

LANDSCAPE PLAN TO ACCOMPANY FINAL ENGINEERING PLANS

Concurrent with the development of the Major Site and Development Plan together, we will prepare landscape plans and specifications. These plans will include the following:

- Buffer plantings as required by code adjacent to right-of-ways and adjoining properties
- Plantings as required by code for open space areas
- Showing all existing trees and those trees to be removed
- Preparation of final landscape plans; showing size, location, quantity, planting details, and type of all proposed landscape material, including common and scientific names, and specifications
- Preparation of final irrigation documents; including materials, size, location, specifications, and construction details
- Location of fences/walls, columns and signage
- Locations of pedestrian circulation and walkways /entry features
- Coordination with the final Construction Documents

MAJOR SITE AND DEVELOPMENT PLAN

As part of the Conceptual and Schematic Design Phase we will prepare a Major Site and Development Plan (S&D) together with the rezoning application to the city and processing the application for approval. No additional workshops will be held in this phase. The S&D Plan will contain the information noted in Section 86-49(g) of the City Land Development Regulations. We will prepare and attend the required Public Hearing at the City Planning Commission.

CONSTRUCTION PLANS

As part of the Design Development together with the Construction Document phase we will prepare final site Construction Plans and Specifications in accordance with City of Venice, the Southwest Florida Water Management District (SWFWMD) and State of Florida regulations. The plans will include:

- Site grading, building, parking and site layouts
- Turn lanes and Driveway details to East Venice Avenue
- Internal stormwater and drainage systems including calculations
- Connection to offsite drainage system

- On-site potable water, sanitary sewer collection and lift station systems
- Connection to off-site sewer and water systems

We will coordinate with local utilities to minimize conflicts with water, sewer and drainage systems. The landscape, hardscaping, and irrigation plans are detailed in a separate task but will be incorporated in the final Construction Documents.

PERMIT APPLICATION PREPARATION

We will prepare, assemble and submit permitting and approval application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, landscape plans, final construction plans, exhibits and other supporting documentation. We will coordinate with the city to obtain documentation required for submittal as part of these permit applications. The approved TRC Landscape Plan will be submitted with the City Construction Plan Application. The task includes addressing basic issues for environmental consideration assuming there are no wetlands, native habitat or species concerns onsite. An environmental narrative will be submitted with the SWFWMD ERP application. The narrative will rely on the information contained in the Due Diligence Report. No additional evaluation of wetlands or threatened or endangered species will be provided by us. We will submit this information to the following agencies:

- SWFWMD Environmental Resource Permit (ERP)
- City of Venice Construction Plan Approval
- Florida Department of Environmental Protection (FDEP) General Potable Water and Sanitary Sewer Connection Permits
- Sarasota County Right-of-Way Use Permit
- Sarasota County Tree Removal Permit

PERMIT APPLICATION PROCESSING

We will assist in processing of the City permit applications as noted in the preparation task through the regulatory agencies. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit applications. We will keep the City informed of the application status, comments from the agencies and the proposed responses for final approval.

CONSULTANT COORDINATION/PROJECT MEETINGS

We will meet as necessary to keep the team informed of the current project status and other issues. We will attend meetings throughout the design phases to coordinate the site/civil engineering and landscape aspects of the project with the team.

PRE-CONSTRUCTION ADMINISTRATION SERVICES

In conjunction with the Construction Manager we will provide services to coordinate and facilitate the beginning of construction. We will assist if needed in evaluating bids or proposals, and will attend one (1) Pre-bid Conference. This task does not include the preparation of bid documents.

CONSTRUCTION ADMINISTRATION SERVICES

In conjunction with the City's Construction Manager we will visit the site as necessary during construction to observe the progress and quality of the executed work, and to determine whether the project is proceeding in accordance with the contract documents as required by the regulatory agencies. We have assumed that the majority of the site work will be completed in a four (4) month period with additional miscellaneous landscape site scope. These inspections will not be exhaustive or continuous. We will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor, or the safety precautions and programs incidental to the work of the contractor. We will work with the Construction Manager and keep the City informed of the progress of the work.

We understand that the site contractor will provide the services of a Geotechnical Engineer who shall certify that all site and utility compaction, pavement thickness and mix design complies with governmental and project specifications. Copies of the test results shall be provided for our records.

We will review contractor-supplied submittals for general specification and Construction Plan conformance.

We will perform site inspections necessary to determine that the contractor's work is in conformance with Construction Plans and regulatory requirements. Inspections may include erosion protection and pollution abatement measures, sanitary sewer lamping, storm sewer lamping, water distribution pressure testing, water management pond and outfall construction and general observations to reasonably verify adherence to project requirements.

We will perform final certifications to the agencies following completion of the project, we will prepare the final certifications and assist in securing the final acceptance of the project improvements with the permitting and approving agencies. We will prepare and provide record drawings based on the As-Built information, as provided by the contractor.

OTHER DIRECT COSTS

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal.

ATTACHMENT B

Venice Public Safety Facility

March 13, 2018

TECHNOLOGY, AUDIO VISUAL, AND SECURITY SCOPE OF WORK

VOICE AND DATA DESIGN SERVICES:

Our proposal includes complete Voice/Data design of the facility, and can encompass the following scope as to match the owner's preference:

1. Information Transport systems to be design in compliance with BICSI and ANSI/TIA cabling standards.
2. Entrance facility design with conduit infrastructure for telecommunications and cable TV to the property lines for the outside utility providers. Coordinate infrastructure requirements with utility providers. Two service entrances are expected in order to provide redundancy.
3. Distribution, sizing, and layout of server room, data closet(s) interfacing with the Architect for space considerations.
4. Voice distribution system to accommodate voice over internet protocol (VOIP) phone switch.
5. Data distribution system to accommodate Wireless 802.11n or 802.11ac equipment.
6. Wireless Network design utilizing modeling software to ensure adequate wireless network coverage.
7. Provide performance specifications for Distributed Antenna Systems for Public Safety Network. The design of the system including but not limited to, antennae cabling, and electronics is excluded from TLC's scope of work. Design shall be provided by the RF vendor upon commencement of construction.
8. Data/internet/voice outlets in all spaces based on input from Owner and Owner's IT standard.
9. Vertical and horizontal intra-building infrastructure for Telecommunications cabling (raceways) providing coordination for space considerations with architectural and MEP systems
10. Develop a cabling standard for the project with client input. Voice/Data Horizontal Structured Cabling System cabling to common areas
11. Fiber optic voice and data backbone between facilities.
12. Develop a labeling and numbering scheme with Owner Input.
13. Develop testing procedures for all copper and fiber optic cabling systems
14. Provide and coordinate power needs to devices throughout the buildings to Electrical Engineer to service data wired and wireless equipment

AUDIO VIDEO DESIGN SERVICES

1. TLC will work with the client and discuss what functionality the client would like in each space. TLC will make recommendations based on that functionality, and develop a system that is within the client's budget.
2. TLC will provide complete functionality narratives, floor plan layouts, signal flow diagrams, installation details, and complete Audio/Visual Specifications.
3. TLC will provide a set of documents that can be competitively bid by multiple Audio/Video Integrators through the builder. TLC will assist in evaluating scope of work and pricing with the team to ensure that the installer is qualified to install the specified systems and the pricing is in line with industry standards for equipment and installation.

Our proposal includes complete AV design of the facility, and can encompass the following systems in the following spaces:

1. Main Lobby (Digital Signage)
2. Community meeting room/training room (AV presentation system)
3. Four (4) Witness/Interview room (audio/video recording system for evidence)
4. (2) Conference rooms (AV presentation system)
5. Muster/briefing (Roll call) room (AV presentation system)
6. Training Room Audio/Video Systems (AV presentation system)
7. Incident Command Room (ICC) (AV presentation system)
8. Two (2) EOC Break-out rooms (AV presentation system)

SECURITY DESIGN SERVICES

1. TLC will work with the client and discuss the goals of the security system as a whole, and how the budget impacts the design choices we establish. TLC will prioritize the desires to allow as much system functionality as required, but maintain the budget.
2. TLC shall provide an IP based Access Control System design. TLC will work with the client to provide a safe and secure environment with code compliant access control equipment. Design services shall include biddable documents with complete floor plan layouts, Access Control system selection and recommendation, door hardware coordination, card reader and card creation hardware, door hardware and equipment coordination matrix, door installation details, and full Architectural Specifications.
3. TLC shall provide an IP based Closed Circuit Camera System design. Design services shall include biddable documents with complete floor plan layouts, Video Management System (VMS), camera selection, network attached storage equipment, bandwidth/storage calculations, coverage areas, installation details, and full Architectural Specifications.

TLC shall provide intercom and Emergency Phone system design as required. Design services shall include biddable documents with device locations, product selection, and full Architectural Specifications.

EXHIBIT B

INSURANCE REQUIREMENTS

Venice Public Safety Facility

March 13, 2018

Before performing any work, the ARCHITECT shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the OWNER and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the OWNER.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the ARCHITECT)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** ARCHITECT will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 - d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. ARCHITECT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the ARCHITECT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the ARCHITECT shall notify the City's Administrative Services Department within thirty (30) days of the change.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless

specific approval is given by the OWNER, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the ARCHITECT, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The ARCHITECT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The OWNER shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit ARCHITECT's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The ARCHITECT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the OWNER is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the ARCHITECT until such time the ARCHITECT shall furnish additional security covering such claims as may be determined by the OWNER.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the OWNER. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the ARCHITECT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the OWNER's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the ARCHITECT's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

- j) All property losses shall be payable to, and adjusted with, the OWNER.

END OF EXHIBIT B-INSURANCE REQUIREMENTS