

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

This Agreement is made as of the **18<sup>th</sup>** day of **September** in the year **Two Thousand Eighteen**

between the Owner **Sarasota County Schools**  
1960 Landings Boulevard  
Sarasota, FL 34231

and the Design Professional **Engineering Matrix, Inc.**  
2860 Scherer Drive  
Suite 640  
St. Petersburg, FL 33716

The Project is **North Port High School  
HVAC Chiller Replacement  
(MEP Engineering Services)**  
6400 West Price Boulevard  
North Port, FL 34291

Project Description Summary: The project's scope of work shall include but not be limited to engineering services to re-size and replace the existing air-cooled chillers, associated pumps, variable frequency drives, add and re-furbish ice storage tanks. The preliminary project budget is **\$3,500,000.00**.

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

**ARTICLE 1**  
**DESIGN PROFESSIONAL'S RESPONSIBILITIES**

**1.1 DESIGN PROFESSIONAL'S SERVICES**

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

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

**1.1.3** The Design Professional shall comply with the Florida Building Code and the

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

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

## **1.2 DEFINITIONS**

### **1.2.1 Addenda**

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

### **1.2.2 Alternates**

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

### **1.2.3 Change Order**

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

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

### **1.2.3 Construction Cost**

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

### **1.2.4 Construction Manager (CM)**

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

### **1.2.5 Contract Documents**

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

#### **1.2.6 Architect's Supplementary Instructions (ASI)**

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

#### **1.2.7 The Drawings**

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

#### **1.2.8 Owner**

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

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

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

#### **1.2.9 The Project**

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

#### **1.2.10 Proposal Request (PR)**

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

#### **1.2.11 Construction Change Directive (CCD)**

A Construction Change Directive is a written order prepared by the Design Professional

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

#### **1.2.12 Request for Information (RFI)**

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

#### **1.2.13 The Specifications**

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

#### **1.2.14 The Work**

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

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

### **2.1 DEFINITION**

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

### **2.2 SCHEMATIC DESIGN - PHASE I**

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

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

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

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

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

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

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

## **2.3 DESIGN DEVELOPMENT PHASE II**

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

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

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

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

## **2.4 CONSTRUCTION DOCUMENTS PHASE III**

**2.4.1** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project.

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

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

**2.4.4** The The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities

having jurisdiction over the Project. The Design Professional shall prepare all documents required for the approval of governmental authorities having jurisdiction over the Project.

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

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

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

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

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

## **2.5 NEGOTIATION PHASE**

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

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

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

## **2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

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

Payment.

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

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

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

**2.6.5** The Design Professional shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work is in accordance with Contract Documents. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, the Design Professional shall notify the Owner of any observed defects and deficiencies in the Work.

**2.6.6** The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Design Professional shall not be responsible for the CM's schedules or failure to carry out the Work in accordance with the Contract Documents. The Design Professional shall not have control over acts or omissions of the CM, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

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

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

**2.6.10** The Design Professional shall have the responsibility and authority to reject Work which the Design Professional should have reasonably known does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design

Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the CM, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

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

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

**2.6.12.1** No work authorized by a Change Order shall be commenced by a CM until the Change Order is approved by the Owner, unless otherwise directed by Construction Services Staff under the Owner's Ratification Policy.

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



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

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

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

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

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

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

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

**2.6.18** The Design Professional shall endeavor to find ways to improve the Project and/or effect construction economies as the Project proceeds. If the Design Professional believes that changes should be made for these reasons, he is encouraged to present proposals for same for the consideration of the Owner.

## **2.7 GENERAL**

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

**2.7.2** The Design Professional is responsible for complying with the Owner's specific instructions including the current edition of the Construction Guidelines for Professional Services as promulgated by the Owner. This manual will be updated by revisions from

time to time and the Design Professional shall include all revised requirements as they occur, provided that the revisions do not require redesign of previously completed documents. These Construction Guidelines for Professional Services are readily available on the Construction Services Website.

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

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

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

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

**2.7.7** Upon Owner's request at any time during the design or construction phases of this Agreement and as often as so requested, the Design Professional shall promptly provide Owner with progress reports. Owner shall, at all times, have reasonable access to the files and personnel of Design Professional relating to the Project in order to answer any reasonable questions Owner may have relating to the Design Professional's performance on the Project.

## **2.8 MANDATORY CONFERENCES AND MEETINGS**

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

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

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

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

## **2.9 OWNER'S RECORD DRAWINGS**

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

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

## **2.10 CONSTRUCTION DATA**

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

## **2.11 APPROVED MATERIALS**

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

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

## **2.12 BUDGET LIMITATIONS**

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

**2.12.1.1** The Owner may instruct the Design Professional to modify the drawings

as required to meet the approved budget figure; or

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

## **2.13 FAMILIARITY AND COMPLIANCE WITH GOVERNMENTAL LAWS & REQUIREMENTS**

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

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

## **ARTICLE 3** **ADDITIONAL SERVICES**

### **3.1 GENERAL**

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

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

### **3.2 CONTINGENT ADDITIONAL SERVICES**

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

## **ARTICLE 4** **OWNER'S RESPONSIBILITIES**

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

## **ARTICLE 5** **USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**5.1** Original Drawings and Specifications are the property of the Design Professional; however, the Project is the property of the Owner, and the Design Professional may not use the drawings and specifications thereof for any purpose not relating to the Project without the Owner's consent. Upon completion of the Work or any earlier termination of this Agreement under Article 7, the Design Professional will revise Drawings to reflect changes made during construction and he will promptly furnish the Owner with a complete set of drawings as directed under Article 2.9.

All such reproductions shall be the property of the Owner who may use them without Design Professional's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. Should the Owner or any other person, firm or legal entity use, reuse or modify the Design Professional's Drawings, Specifications or other documents prepared under this Agreement, for other than the Owner's use and occupancy of this Project, the Owner, to the full extent permitted by law, agrees to indemnify, defend, protect and hold the Design Professional harmless from and against any and all claims, suits, costs and expenses accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons arising out of such unauthorized use, reuse or modification of the Design Professional's Drawings, Specifications and other documents, except where the Design Professional is found to be solely liable for such damages or losses by a court of competent jurisdiction.

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

## **ARTICLE 6** **DISPUTE RESOLUTION**

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

**6.2** Unless a delay in initiating or prosecuting a claim, dispute or other matter in question between the Design Professional and Owner arising out of or relating to this Agreement would irrevocably prejudice the Owner or the Design Professional, any such matter which is not resolved by direct discussions between the parties shall be submitted to mediation under the Florida Rules of Civil Procedure or such other rules as the parties may promptly agree to employ, before recourse to litigation. The Owner and the Design Professional, shall within ten (10) days of the request of either party for mediation, agree in writing as to the identity of the mediator. If the parties do not agree, the Director of Construction Services for the Owner shall designate a mediator from the list of approved mediators for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

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

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

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

**ARTICLE 7**  
**TERMINATION, SUSPENSION OR ABANDONMENT**

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

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

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

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

**7.5** If the Owner fails to make payment when due the Design Professional for services and expenses, the Design Professional may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Professional within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Professional shall have no liability to the Owner for delay or damage caused the Owner because of such suspension.

**7.6** If the Design Professional does not perform the services herein for a period of fifteen (15) days after Owner approval or refuses to begin performance and diligently perform to completion, the Owner may terminate this Agreement and the Design Professional shall not be entitled to receive any compensation except fees already earned but not yet paid.

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

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

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

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

**7.9.2** Possession of Firearms. Possession of firearms will not be tolerated on the Project or the Owner's property. No person who has a firearm in their vehicle may park their vehicle on the Owner's property. Furthermore, no person may possess or bring a firearm on the Owner's property. If any employee/independent contractor of the Design Professional, or any of its subcontractors, is found to have brought a firearm on to the Owner's property, said employee/independent contractor shall be removed and terminated from the Project by the Design Professional. If a subcontractor fails to terminate said employee/independent contractor, the Design Professional shall terminate its agreement with the subcontractor. If the Design Professional fails to terminate said employee/independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner. "Firearm" means any weapon (including a starter gun or antique firearm) of an explosive; the frame or receiver of any such weapon; any destructive device or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

**7.9.3** Criminal Act. Employment on the Project by the Design Professional, or any of its subcontractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Design Professional agrees to take all steps necessary to remove such person from the Project and the property. The Owner shall have the right to terminate this Agreement if the Design Professional does not comply with this provision.

**7.9.4** Sexual Predators/Sexual Offenders. In order to insure that no sexual predators or sexual offenders are working on the project site, the Design Professional shall perform a query of all its employees/independent contractors working at the project site, and require all of its subcontractors to perform a query of their employees/independent contractors working at the project site, against the Florida Department of Law Enforcement Sexual Predator/Offender Registry ([www.fdle.state.fl.us](http://www.fdle.state.fl.us)). Any person who is on the Sexual Predator/Offender Registry shall not be allowed on the Project, and the Design Professional shall immediately remove such person from the Project and the property. The Design Professional shall, upon request by the Owner, provide evidence that such queries have been done on all personnel working at the project site. The Owner shall have the right to terminate this Agreement if the Design Professional, or any subcontractor, does not comply with this provision.

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

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

## **ARTICLE 8** **MISCELLANEOUS PROVISIONS**

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

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

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

**8.4** Unless otherwise provided in this Agreement, the Design Professional and the Design Professional's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. However, the Design Professional shall report to the Owner the presence of and location of any hazardous material which it notices.

**8.5** The Design Professional shall have the right to include representations of the design of



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

## **ARTICLE 9**

### **PAYMENTS TO THE DESIGN PROFESSIONAL**

#### **9.1 PAYMENTS FOR BASIC SERVICES**

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

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

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

#### **9.2 PAYMENTS FOR ADDITIONAL SERVICES**

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

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

#### **9.3 REIMBURSABLE EXPENSES**

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

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

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

**9.3.1.3** Expenses of renderings, models and mock-ups requested by the Owner,

in writing.

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

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

#### **9.4 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS**

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

### **ARTICLE 10** **BASIS OF COMPENSATION**

The Owner shall compensate the Design Professional as follows:

#### **10.1 BASIC COMPENSATION**

**10.1.1** For Basic Services provided under this Agreement, the Design Professional shall be paid on a lump sum fee basis in accordance with attached Exhibit "A". The lump sum amount of fees is **One Hundred Eighty-nine Thousand Two Hundred Seventy-one Dollars and Zero Cents: \$189,271.00.**

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

#### **10.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

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

#### **10.3 REIMBURSABLE EXPENSES**

**10.3.1** Reimbursable Expenses, as described in Paragraph 9.3, which are incurred by the

Design Professional or its consultants, shall be compensated based on the actual expenses incurred by the Design Professional or its consultants. For such expenses, a detailed itemization of the expenses actually billed to or incurred by the Design Professional shall be provided to the Owner.

## **ARTICLE 11** **OTHER CONDITIONS OR SERVICES**

### **11.1 INDEMNITY**

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

### **11.2 PERFORMANCE OF DESIGN PROFESSIONAL'S SERVICES**

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

### **11.3 NO THIRD PARTY BENEFICIARY RIGHTS**

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

### **11.4 LIABILITY INSURANCE**

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

### **11.5 PROHIBITION AGAINST CONTINGENCY FEES**

The Design Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional to solicit or secure

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

**Sarasota County Schools**

**Engineering Matrix, Inc.**

\_\_\_\_\_  
(Signature)


\_\_\_\_\_  
(Signature)


**Bridget Ziegler, Board Chair**  
\_\_\_\_\_  
(Printed name and title of School Board Chair)

**Gregory F. Bowen, P. E., President**  
\_\_\_\_\_  
(Printed name and title)

Approved for Legal Content:—**5/2016** – MG  
Matthews, Eastmoore, Hardy, Crauwels & Garcia  
Attorneys for Sarasota County Schools  
Signed: MG

SBSC/CSD Use Only:  
Reviewed & Approved for Design Professional Signature:

Sue Bouffard   
PM / DATE: \_\_\_\_\_  
Digitally signed by Sue Bouffard  
DN: cn=US,  
E=sue.bouffard@sarasotacountysschools.net,  
O=Sarasota County Schools, OU=CSD,  
CN=Sue Bouffard  
Date: 2018.09.05 13:24:12-0400

Mark D.. Smith   
CSD/D / DATE: \_\_\_\_\_  
Digitally signed by Mark D.. Smith  
DN: cn=US,  
E=mark.smith@sarasotacountysschools.net,  
O=Sarasota County Schools, OU=Construction  
Services, CN=Mark D.. Smith  
Date: 2018.09.05 14:21:34-0400

Reviewed & Approved for Board Chair Signature:

PM / DATE: \_\_\_\_\_

CSD/D / DATE: \_\_\_\_\_

**EXHIBIT "A"**  
**INVOICE FOR PROFESSIONAL SERVICES**

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

ATTN: Sue Bouffard, Project Manager

DESIGN PROFESSIONAL: Engineering Matrix, Inc.  
 2860 Scherer Drive  
 St. Petersburg, FL 33716

INVOICE NO.: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Sarasota County Schools Project Name: North Port High School - HVAC Chiller Replacement

Sarasota County Schools Project No.: 4505 Sarasota County Schools Contract No. \_\_\_\_\_

Professional Project No.: \_\_\_\_\_

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$ 17,652.00	0.00%			\$ -
Design Development Phase 20%	\$ 35,304.00	0.00%			\$ -
Construction Document Phase 35%	\$ 61,782.00	0.00%			\$ -
Bidding/Negotiation Phase 5%	\$ 8,826.00	0.00%			\$ -
Construction Administration Phase 20%	\$ 35,304.00	0.00%			\$ -
Final Acceptance 10%	\$ 17,652.00	0.00%			\$ -
Total Fee 100%	\$176,521.00	0.00%			
Total Add'l Services	\$ 12,000.00	0.00%	\$ -	\$ -	\$ -
Total Reimbursables	\$ 750.00	0.00%	\$ -	\$ -	\$ -
Grand Total	\$ 189,271.00	0.00%		\$ -	\$ -

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

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

Typed Name and Title: Gregory F. Bowen, P. E., President

(For Sarasota County Schools Use ONLY)

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

**PROFESSIONAL SERVICES INVOICE FOR AMENDMENTS / ADDITIONAL SERVICES**

AMENDMENT # / ADD. SERVICES DESCRIPTION	(INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
B.1.1	Chiller/TES Advance Purchase Package	\$ 4,000.00	0%			\$ -
B.1.2	FP&L CEP Equipment Efficiency Rebate	\$ 1,500.00	0%			\$ -
B.1.3	FP&L TES Analysis Rebate Efforts	\$ 5,000.00	0%			\$ -
B.1.4	Florida Building Code Energy Calculations	\$ 1,500.00	0%			\$ -
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			#DIV/0!			\$ -
<b>TOTAL AMENDMENTS/ADD'L SERVICES</b>		\$ 12,000.00	0%	\$ -	\$ -	\$ -

**ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.**

CERTIFIED TRUE AND CORRECT BY: \_\_\_\_\_ (Date)

\_\_\_\_\_  
 (Signature of Design Professional)

Typed Name and Title: Greg F. Bowen, P. E., President

---

Recommended for Payment by: \_\_\_\_\_ (Date)

\_\_\_\_\_  
 (Signature of Project Manager)

**PROFESSIONAL SERVICES INVOICE FOR REIMBURSABLES**

REIMBURSABLES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Allowance	\$ 750.00	0%			\$ -
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<b>TOTAL REIMBURSABLES</b>	<b>\$ 750.00</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

CERTIFIED TRUE AND CORRECT BY:

\_\_\_\_\_  
(Signature of Design Professional) (Date)

Gregory F. Bowen, P. E., President

(For Sarasota County Schools Use ONLY)

Recommended for Payment by:

\_\_\_\_\_  
(Signature of Project Manager) (Date)

**EXHIBIT "B"**  
**SCHEDULE OF ADDITIONAL SERVICES**

**B.1 ADDITIONAL SERVICES**

- **B.1.1** Chiller/TES Advance Purchase Package not to exceed **\$4,000.00**
- **B.1.2** FP&L CEP Equipment Efficiency Rebate Efforts not to exceed **\$1,500.00**
- **B.1.3** FP&L TES Analysis Rebate Efforts not to exceed **\$5,000.00**
- **B.1.4** Florida Building Code Energy Calculations not to exceed **\$1,500.00**

**Total Additional Services..... \$12,000.00**

**B.2 HOURLY RATES**

Structural Engineer Principal.....	\$ 175.00	per hr
Structural Engineer Staff.....	\$ 90.00	per hr
Clerical.....	\$ 45.00	per hr
Mechanical Engineer Principal.....	\$ 175.00	per hr
Mechanical Engineer Staff.....	\$ 115.00	per hr
Mechanical Designer.....	\$ 65.00	per hr
Mechanical Draftperson.....	\$ 60.00	per hr
Electrical Engineer Principal.....	\$ 175.00	per hr
Electrical Draftperson.....	\$ 60.00	per hr
Clerical.....	\$ 45.00	per hr





# Engineering Matrix, Inc.

## Exhibit "C"

August 31, 2018

**Proposal No. 5392.0818**

**Via email to Mark.Smith@sarasotacountyschools.net**

**Mr. Mark D. Smith, Chair  
Professional Services Selection Committee  
Sarasota County Schools  
7895 Fruitville Road  
Sarasota, Florida 34240-9280**

RE: **NORTH PORT HIGH SCHOOL – HVAC CHILLER PLANT UPGRADE**  
Revised from 8/27/18

Dear **Mark**:

**Engineering Matrix, Inc. (Matrix)** submits the following scope and fee proposal for your consideration.

### Background

The District has selected **Matrix** to provide professional services for the above referenced project. The scope of work includes engineering services to re-size and replace the existing air-cooled chillers, associated pumps, variable frequency drives, controls, and add/re-furbish ice storage tanks.

### Basic Services Scope of Work

**Matrix** would provide professional Mechanical, Electrical, and Plumbing (M/E/P) engineering design and construction phase administration services to prepare its Technical Specifications and Drawings based on the following Scope of Work revisions.

#### **MECHANICAL/ELECTRICAL/PLUMBING SERVICES**

- Provide design documents outlining the upgrade of the existing, air-cooled chiller plant based on the agreed upon option regarding future HVAC loads and equipment to be installed. This would include chillers, TES tanks, heat exchanger(s), pumps, drives, and automatic controls.
- Provide electrical design for electrical equipment to be installed.
- Provide development of a migration plan to convert between new and existing systems with a minimization to facility down times.
- Provide structural design services for new concrete pads needed for new chillers and TES tanks.



2860 Scherer Drive  
St. Petersburg  
Florida  
33716

(727) 573-4656  
Fax (727) 573-3902

www.engmtx.com  
email@engmtx.com



- Provide architectural design services for removal of existing CEP wall louvers and in-fill with new concrete block.
- Provide attendance at Owner design review meetings, as needed.
- Provide attendance at Pre-Bid Conference including interviewing sub-contractors prior to final sub-contractor selection being made.
- Provide attendance at Pre-Construction Conference.
- Provide construction phase administration to include shop drawing review and review of construction progress (assumes a three-month construction duration). Provide substantial completion inspection with preparation of Contractor punchlist. Perform and report on final completion and certification.
- Provide point-to-point controls verification efforts to document sequence of operations compliance with design documents.
- Verify Contractor field mark-ups on field sets to reflect actual installed conditions and incorporate into AutoCAD files.

**OWNER TO PROVIDE**

- AutoCAD Backgrounds.
- Existing As-Built/Record Drawings.

**SERVICES NOT INCLUDED, BUT AVAILABLE AS AN ADDITIONAL SERVICE**

- Front-End Documents/Advertisement.
- Reproduction/Distribution of Bid Documents.
- Distribution of Addenda.
- Attendance at Bid Opening.
- Detailed Cost Estimating Efforts.
- Dynamic Controls Validation.
- Fire Sprinkler Design Documents.
- Testing, Adjusting, and Balancing (TAB) Services (it is expected the Owner/Contractor will direct hire the services of a TAB Contractor and provide the Engineer with a completed TAB report for approval by the Engineer).
- Acoustical Analysis.

**Proposed Fees and Deliverables**

**Matrix** would complete the above outlined Scope of Work for the following fees:

DMS BASIC SERVICES – FOR REFERENCE ONLY		
M/E/P Construction Budget = \$2,800,000		
M/E/P Fee Percent (Using DMS Type C Curve)	8.4%	\$235,200

Listed below are the fees being requested by Matrix.

**BREAKDOWN OF M/E/P FEE**

Mechanical/Plumbing Design	\$123,565
Electrical Design	\$17,652
Structural/Architectural Design	\$17,652
M/E/P Construction Phase Administration (CPA)	\$14,122
Structural/Architectural CPA	\$3,530
<b>Total Basic Services</b>	<b>\$176,521</b>



ADDITIONAL SERVICES

Chiller/TES Advance Purchase Package .....	\$4,000
FP&L CEP Equipment Efficiency Rebate Efforts .....	\$1,500
FP&L TES Analysis Rebate Efforts .....	\$5,000
Reimbursables (Allowance).....	\$750
<u>Florida Building Code Energy Calculations .....</u>	<u>\$1,500</u>

**Matrix Additional Services M/E/P Fee.....\$12,750**

**Matrix Total Services M/E/P Fee ..... \$189,271**

Please review this proposal. We can begin immediately upon receipt of purchase order. If you have any questions or if further information is required, please feel free to contact our office.

Sincerely,

**Engineering Matrix, Inc.**

**Gregory F. Bowen, P.E., LEED®AP BD+C**  
 Principal

Cc: Mktg File