

**WORK AUTHORIZATION** No. 17CMD

**Under Broward County Board of County Commissioners' Award Authority For Professional Services Or Agreement Threshold For Board Action**

**Project Title:** Main Library Exterior Refurbishment

This Work Authorization is between Broward County ("County") and Saltz Michelson Architects, Inc. ("Consultant"), as required pursuant to an Agreement for Comprehensive Professional Architectural and Engineering Consultant Services, RFP No. R1362601P1\_2, approved by the Broward County Board of County Commissioners on November 8, 2016 (the "Agreement").

This Authorization provides for professional services pursuant to the Agreement and as specifically described in the attached Proposal, dated April 5, 2019 (Exhibit 1) and Project Specific Scope of Work (Exhibit 2) which are incorporated herein by reference.

Payment for such services shall be made in accordance with Article 6 of the Agreement, and consists of Lump Sum Compensation in the amount of \$143,819.54, Not-To-Exceed Compensation (excluding Reimbursables) in the amount of \$84,701.62 and Reimbursables (payable on a Not-To-Exceed basis) in the amount of \$1,200.00, with said categories of compensation payable subject to the terms and conditions set forth in the Agreement, for a total payment of up to \$229,721.16 to be charged against the following Chartfield:

Fund	Program	Dept.	Account	Business Unit	Project No.	Activity	Budget Period	Budget Ref. (Amount)
30205	30205	61301000	560110	BRW01	104885	DESIGN_BASIC	2019	\$228,521.16
30205	30205	61301000	560110	BRW01	104885	DESIGN_REIMB	2019	\$1,200.00

The time period for this Work Authorization will consist of 371 calendar days.

Requisition Number
CMD0000378

**Work Authorization No. 17CMD \$229,721.16**  
**Total \$229,721.16**

**Nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County.**

**County**

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward  
County Board of County Commissioners

By: \_\_\_\_\_, Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Recommended By:

NIA

\_\_\_\_\_  
Division Director Signature, (if applicable)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

(Print Name)

By: Ariadna Musarra 05.17.19  
\_\_\_\_\_  
Ariadna Musarra (Date)  
Contract Administrator

By: Michael Kerr 5/17/19  
\_\_\_\_\_  
Michael Kerr (Date)  
Deputy County Attorney

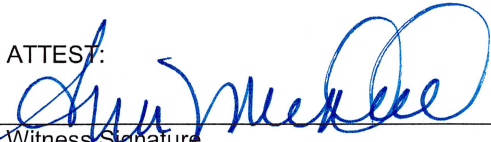
Work Authorization No. 17CMD between Broward County and Saltz Michelson Architects, Inc., as required pursuant to an Agreement for: Comprehensive Professional Architectural and Engineering Consultant Services, RFP No. R1362601P1\_2.

**Consultant**

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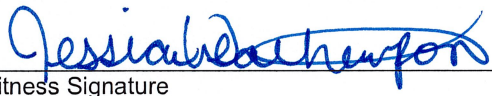
**FOR CORPORATION:**

ATTEST:

  
\_\_\_\_\_  
Witness Signature

Sandra MacDonald

(Print Name)

  
\_\_\_\_\_  
Witness Signature

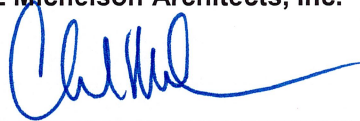
Jessica Weatherspoon

(Print Name)

(Corporate Seal)

**Saltz Michelson Architects, Inc.**

By :

  
\_\_\_\_\_  
President / ~~Vice President~~

Charles A. Michelson, AIA, ACHA, LEED AP

(Print Name)

This 11th Day of April, 2019



Revised April 5, 2019

R5 - April 1, 2019  
 R4 - December 4, 2018 (Post Sunshine Meeting)  
 R3 - November 28, 2018  
 R2 - November 26, 2018  
 R1 - November 19, 2018  
 November 2, 2018

Broward County Government  
 115 S. Andrews Avenue, Room A-550  
 Fort Lauderdale, FL 33301  
 Attn: Michael Flowers  
 Project Manager

RE: **Broward County General Professional A/E Services**  
**Main Library Exterior Refurbishment**  
**SMA # P18251R6**

Dear Michael:

We are pleased to submit the following fee proposal for providing design services for the Exterior Refurbishment of the Broward County Main Library. This will encompass the cleaning, restoration and sealing of all exterior keystone façade concrete surfaces in order to achieve a water tight envelope.

Our work will include providing investigative research, analyzing construction, non-invasive investigation and final recommendation in report form. Once approved by the County, full design drawings are to be provided including structural engineering. We will provide construction administration services during the construction phase of this project. The project also requires a specialized building envelope consultant and special attention and coordination for a Broward County Art Installation on the façade in the SE corner. It is our understanding you will furnish us with the project program outline as it has been prepared by staff.

Our proposed fee is broken down as follows:

**Architectural:**

Saltz Michelson Architects

Lump Sum Fee:	\$ 126,494.54
Not-to-exceed:	\$ 33,303.88

**Structural Engineering:**

Reliance Engineering

Not-to-exceed:	\$ 9,136.74
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**Envelope Consultant**

IBA Consultants

Lump Sum Fee:	\$ 17,325.00
Not-to-exceed:	\$ 42,261.00

\*detailed on attached Task by Person summary.

Fee is valid for one year from the date of this agreement. We reserve the right to renegotiate the remainder of fees on the project after one year.

**Proposed Schedule**

- Phase I - Predesign Report / Recommendation.....56 Days from NTP
- Phase II – Schematic/Design Development.....168 Days from Phase I approval
- Phase III - 50% Construction Documents.....84 Days from Phase II approval
- Phase IV – 100% Construction Documents.....63 Days from Phase III approval
- Phase V – Bidding/Permitting.....TBD
- Phase VI - Construction Administration.....TBD
- Phase VII - Warranty Administration and Post-Occupancy.....TBD

If the above meets your approval, please issue an Authorization to Proceed for a Lump Sum Basic Services Fee per Article 6.1.3 of our Agreement in the amount of **\$228,521.16** and for labor and **\$1,200.00** for reimbursable expenses at your earliest convenience.

If you have any questions with regard to the above information, please do not hesitate to contact our office.

Very truly yours,  
Saltz Michelson Architects

Charles A. Michelson, AIA, ACHA, LEED AP  
Principal

CAM:nc  
P18251R6



Saltz Michelson Architects  
3501 Griffin Road  
Fort Lauderdale, FL 33312  
(954) 266-2700

**SMA # P18251R4 - Main Library Exterior Refurbishment**

Task by Person			Phase I Initial Coordination, Kick off meeting, site investigation & Report		Phase II Schematic Design Development		Phase III 50% Construction Documents		Phase IV 100% Construction Documents		Phase V Bidding/Permitting		Grand Total (Lump Sum)		Phase VI & VII Construction Administration & Warranty (NTE)	
Title	Employee	Rate	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Principal	Charles Michelson	\$ 250.00	30	\$ 7,500.00	24	\$ 6,000.00	12	\$ 3,000.00	10	\$ 2,500.00	6	\$ 1,500.00	132	\$ 20,500.00	50	\$ 12,500.00
Senior Project Manager	Sheff Devier	\$ 149.82		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Senior Project Manager	Scott Willis	\$ 141.35		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Senior Project Manager	Mary Farlander	\$ 139.93		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Manager	Frida Dunayer	\$ 124.38		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Manager	Norman Schwartz	\$ 127.21	90	\$ 11,448.90	190	\$ 24,169.90	100	\$ 12,721.00	90	\$ 11,448.90	40	\$ 5,088.40	658	\$ 64,877.10	148	\$ 18,827.08
Project Manager	Maday Gutierrez	\$ 115.34		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist III	Zack Hamid	\$ 98.84	32	\$ 3,162.88	140	\$ 13,837.60	100	\$ 9,884.00	120	\$ 11,860.80	24	\$ 2,372.16	436	\$ 41,117.44	20	\$ 1,976.80
Project Specialist III	Juan Garcia	\$ 98.84		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist III	Elias Ramos	\$ 84.81		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist III	Augusto Pierola	\$ 98.84		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist III	Yanelle Davis	\$ 91.88		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist II	Geraldine Medina	\$ 75.62		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist II	Guillermo Saez	\$ 77.74		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist I	Valeria Maluff	\$ 61.74		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Project Specialist I	Yi-Wei Chiou	\$ 61.74		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
CAD Draftsperson	TBD			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Designer	Victor Alvarez	\$ 139.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Administrative Assistant	Jessica Weatherspoon	\$ 54.39		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Administrative Assistant	Martin Diaz	\$ 77.23		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Administrative Assistant	Natalia Castro	\$ 77.23		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
Administrative Assistant	Sandra MacDonald	\$ 77.23		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -
			<b>152</b>	<b>\$ 22,111.78</b>	<b>354</b>	<b>\$ 44,007.50</b>	<b>212</b>	<b>\$ 25,605.00</b>	<b>220</b>	<b>\$ 25,809.70</b>	<b>70</b>	<b>\$ 8,960.56</b>	<b>1226</b>	<b>\$ 126,494.54</b>	<b>218</b>	<b>\$ 33,303.88</b>



December 03, 2018

Mr. Charles Michelson, AIA, LEED AP  
Saltz Michelson Architects  
3501 Griffin Road  
Fort Lauderdale, FL 33312

Re: Main Library Exterior Refurbishment:

Pursuant to your request, it is with great pleasure that we submit our proposal for the structural design and drawings for the exterior refurbishment and associated repairs of the Broward County Main Library as described in the files we received from your office on 10-2-2018.

Based on our understanding of the project, the proposed scope of work is to include the following:

- Conduct one site visit to review (visual observation of readily observable conditions only) of the existing conditions during design phase.
- Review of the construction drawings for the existing building. Permit plans and shop drawings to be provided by the client.
- Recommend any testing that may be required.
- Review test result reports.
- Structural design for the repairs and refurbishments.
- Prepare structural drawings and specifications.
- Provide CA services which include up to 2 site visits, shop drawing review and responding to RFIs.

We herewith propose to provide the aforementioned structural engineering services for the stipulated fees not to exceed Nine Thousand One Hundred Thirty Six Dollars and Seventy Four Cents (\$9136.74). Special Inspections are not included in this proposal. This proposal is based on Not having to do major structural repairs to the existing building structure.

Please acknowledge your acceptance of this proposal by signing below and returning a copy of this letter to my attention.

Respectfully submitted,  
Reliance Engineering, Inc.

Sankar Warier, P.E.  
Principal

Understood, Accepted and Agreed:

By \_\_\_\_\_

Date \_\_\_\_\_

RELIANCE ENGINEERING  
MAIN LIBRARY EXTERIOR REFURBISHMENT

Task by Person			Initial Coordination, Kick off meeting, site		Site/Schematic Design		Presentation Board & Materials		Design Development		50% Construction Documents		100% Construction Documents		Building Department Comments		Bidding/Permit		Construction Administration		Grand Total	
Title	Employee	Rate	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
PRINCIPAL	SANKAR WARIER	\$ 166.62	2	\$ 333.24	2	\$ 333.24	0	\$ -	2	\$ 333.24	1	\$ 166.62	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7	\$ 1,166.34
SR. ENGINEER	SANKAR WARIER	\$ 120.42	8	\$ 963.36	4	\$ 481.68	0	\$ -	4	\$ 481.68	4	\$ 481.68	8	\$ 963.36	4	\$ 481.68	0	\$ -	12	\$ 1,445.04	44	\$ 5,298.48
DRAFTER	SANKAR WARIER	\$ 74.22	4	\$ 296.88	8	\$ 593.76	0	\$ -	8	\$ 593.76	8	\$ 593.76	8	\$ 593.76	0	\$ -	0	\$ -	0	\$ -	36	\$ 2,671.92
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			14	\$ 1,593.48	14	\$ 1,408.68	0	\$ -	14	\$ 1,408.68	13	\$ 1,242.06	16	\$ 1,557.12	4	\$ 481.68	0	\$ -	12	\$ 1,445.04	87	\$ 9,136.74

Includes 1 site visits by the sr. engineer during design phases.  
Includes 2 site visits by the sr. engineer during CA phase.  
Does not include material testing such as concrete strength.  
Does not include destructive testings such as rebar cover or rebar condition.

## **IBA Consultants, Inc**



## **Broward County Main Library**

**IBA CONSULTANTS, INC. - MIAMI**

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**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

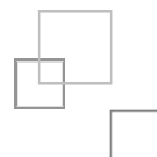
March 27, 2019

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**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

March 27, 2019

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## Company History

IBA Consultants Inc. is a consulting engineering firm founded in Miami in 1996. We specialize in quality assurance in the design and construction of building envelope components through preconstruction consulting, construction inspection, jobsite testing and forensic investigation. Areas of expertise include building glazing, cladding, roofing and waterproofing systems. In 1999 we opened our Sarasota office. IBA is an IAS certified Special Inspection Agency and a Certified Building Enclosure Commissioning Agency.

We have completed over 8000 successful projects throughout the Country. IBA's extensive and highly trained professionals provide customized attention and service on a project by project basis, with comprehensive project review, independent analysis, and objective recommendations for construction inspection and completion phases of each project.

Our staff, which includes engineers and trained field technicians offer decades of experience working in the building envelope industry. As a result, we are experienced with various contractors, materials, building codes, national standards and construction practices relating to exterior wall/roofing/waterproofing systems and are able to effectively identify potential problems during all stages of a project and recommend practical solutions.

IBA is a respected professional firm well reserved in building envelope design and construction for new and existing building projects, including establishing design pressures, identifying products and alternative cladding system options, determining code requirements, preparing, remedial repair and maintenance plans for existing buildings. Our Senior Staff Consultants are expert in the codes, test procedures and protocols used to validate and certify glazing and cladding products including ASTM standards and test methods. IBA Consultants will review submittals to confirm the ability of products and systems to resist the specified design criteria through calculation, testing, or comparative analysis.

IBA operates a State of Florida certified mobile testing laboratory with portable diagnostic testing equipment and trained staff to perform a full array of field tests to assist with the evaluation of both new and existing buildings.

## Areas of Expertise

IBA offers a staff of architects and engineers with many years of experience working in the exterior wall, window, roofing and waterproofing industries. Areas of expertise include glass, sealants, expansion joints, curtain wall, fixed and operable windows, exterior doors, storefront glazing, stone and masonry cladding, precast panels, stucco, EIFS, below grade waterproofing, air barriers, weather resistant barriers, rainscreen cladding systems, roofing systems, skylights, plaza deck waterproofing, planters and terrace waterproofing.

**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

March 27, 2019

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## Scope of Services Offered by IBA

### **1. Pre-Construction Phase Services:**

- a. Concept Development/Preliminary Design: Attend meetings and/or conference calls to discuss building envelope materials, products and systems for the purpose of identifying limitations, design parameters and cost implications.
- b. Review and confirm applicability of preliminary design criteria including building movements, acoustic, thermal and seismic requirements, anchorages and attachment options.
- c. Perform Energy/Thermal analysis of building envelope systems including Steady State Analysis (HAMM) and dynamic hygrothermic WUFI simulations of heat and moisture transfer through exterior walls and ceilings.
- d. Perform COMcheck analysis to demonstrate compliance with ASHREA 90.1 Energy Codes requirements for commercial or high-rise residential buildings.
- e. Assist/review with the selection, specification and detailing of project specific building envelope systems, materials and components.
- f. Assist client in making Value Engineering decisions.
- g. Review DD drawings for the purpose of confirming the coordination of building envelope system details and specifications, code compliance, performance and maintenance requirements.
- h. Full or Cursory Review of completed project manual drawings and specifications relating to the building envelope systems materials and components.
- i. Provide alternative or missing details as required including guidance on the detailing of the interface between different building envelope components.

### **2. Bidding and Contract Phase:**

- a. Review proposals from Glazing, Roofing and Waterproofing subcontractors.
- b. Present our comments and recommendations to the architect/design team.
- c. Evaluate material substitution recommendations from the subcontractors.

**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

March 27, 2019

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### **3. Construction Administration Services:**

#### **a. Mock-Up Coordination:**

- Review mock-up shop drawings and test program for compliance with established criteria and project specifications.
- Observe the mock up assembly and installation, witness pretests and formal testing.
- Preparation of a comprehensive mock-up report and assistance in interpreting critical test results.
- Review of as-built mock-up shop drawings to confirm that they accurately reflect any field modifications implemented during the mock up assembly, and any remedial work required during testing.

#### **b. Shop Drawing/Submittal Review:**

- Review of submitted building envelope shop drawings, calculations and test reports for compliance with the project architectural drawings and specifications with an emphasis placed upon the identification of performance and testing criteria, reference standards, tolerances, and code requirements.

#### **c. Fabrication Stage:**

- Review of quality assurance programs utilized by the subcontractors and their vendors.
- Plant inspections to verify compliance with approved shop drawings and established standards for materials and workmanship.
- Special Inspection/Testing of Structurally Glazed curtainwall systems.

#### **d. Jobsite Inspection:**

- Special Inspection certification of building envelope component installation by FBC Certified Threshold Inspector
- Full or part-time jobsite inspection to verify installation in compliance with approved shop drawings, calculations and specifications.
- Detailed reports indicating the building envelope components have been installed in compliance with or with deviations from the approved construction documents.
- Preparation of punchlists indicating deviations from approved construction documents.
- Verification Inspections confirming that approved remedial repairs are properly implemented.

**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

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- IBA is a certified inspection agency for below grade waterproofing systems and our reports can be used to obtain extended manufacturer warranties.

**e. Jobsite Testing Services:**

Utilizing our Mobile Laboratory, we are equipped to perform a full range of tests on installed exterior wall, glass and glazing, roofing and waterproofing systems and components. Jobsite testing will; confirm that the product was acceptably installed on new projects. Additionally, jobsite testing will assist with leakage and failure investigation on existing buildings. Tests available include:

perform various jobsite tests including:

- Air Infiltration
- Resistance to Water Penetration
- Structural Load Testing
- Mechanical Load Testing of Masonry Anchors
- Weld Inspection and Testing
- Non-Destructive Inspection using fiber-optic Endoscope
- Balcony Railing Load Testing
- Roof Uplift Testing
- Coating thickness Testing
- Leak investigation using dyes and/or smoke
- Building Thermography using IR cameras

**4. Forensic Investigation:**

- a. Due Diligence Inspection
- b. Condition Assessment Investigation per ASCE-30 Standards
- c. Expert Witness for Arbitration, Mediation or Litigation
- d. Preparation of specifications and details for remedial repair work
- e. Inspection of Remedial Repair work
- f. Expert Reports and Testimony

**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

March 27, 2019

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## Project Understanding

**Project Name:** Broward County Main Library**Project Location:** Fort Lauderdale, FL**Client:** Charles A. Michelson  
Principal  
Saltz Michelson Architects  
3501 Griffin Road  
Fort Lauderdale, FL 33312  
O. 954.266.2700  
D. 954.266.2720  
F. 954.266.2701  
E: [cmichelson@saltzmichelson.com](mailto:cmichelson@saltzmichelson.com)

**Project Description:** This project will encompass the cleaning, restoration and sealing of all exterior keystone façade and concrete surfaces in order to achieve a water tight envelope. This work is to include all exterior keystone façade and concrete surfaces (including recessed balconies, balcony ceilings as well as ceilings at all sidewalk locations). There is a Broward County Art Installation on the façade in the South East corner of the facility that will require special attention and coordination for inspection and cleaning. The full scope will also include application of recommended sealer for all surfaces for protection over the next 20 years. The project will include inspecting, analyzing construction, destructive investigation (as needed for final solution/recommendations) and final recommendation in report form. Once approved by the County, full design drawings and specifications are to be prepared by the Architect.

The following building Envelope Components are included in this proposal:

- Exterior Wall
- Cladding Components



**IBA Consultants, Inc.**  
 Broward County Main Library R3 (Post Negotiation)  
 Building Envelope Consulting Services  
 March 27, 2019  
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Fee proposal

COST BREAKDOWN			
ITEM	Units	Rate	Fee
<b>Phase I - Exterior Wall Assessment</b>			<b>Not To Exceed</b>
	(hours)		
Preliminary Condition Assessment (SEI/ASCE30)	60	\$ 173.25	\$ 10,395.00
Jobsite meeting w/CM and Architect to discuss document review comments	0	\$ 173.25	\$ -
			<b>\$ 10,395.00</b>
<b>Phase II - Detailed Condition Assessment</b>			<b>Not to Exceed</b>
	(Day)		
TAS 124 - Field Uplift Testing	4	\$ 1,500.00	\$ 6,000.00
Florida Building Code Section 1403 - Exterior Wall Weather-Resistant Testing	2	\$ 3,000.00	\$ 6,000.00
Senior Consultant Coordination and meeting with Architect (Hours)	30	\$ 173.25	\$ 5,197.50
			<b>\$ 17,197.50</b>
<b>Phase III - Consulting Services/Repair Scope</b>			<b>Lump Sum</b>
	(hours)		
IBA Senior Consultant will provide material product specification recommendations and scope of work.	60	\$ 173.25	\$ 10,395.18
Desing Development Review and Comments	40	\$ 173.25	\$ 6,930.00
Senior Consultant meeting with Architect/Sub-Contractor	0	\$ 173.25	\$ -
			<b>\$ 17,325.18</b>
<b>Phase IV - Repair Scope of Service</b>			<b>Not to Exceed</b>
	(hours)		
Shop Drawing and Submittal Review	30	\$ 173.25	\$ 5,197.50
IBA Project Manager will review all field reports	14	\$ 115.50	\$ 1,617.00
Jobsite Inspections	100	\$ 78.54	\$ 7,854.00
			<b>\$ 14,668.50</b>
<b>Total Fee - Phase I, II, III, IV</b>			<b>\$ 59,586.18</b>

Terms and Conditions

1. Additional Services, **if requested**, will be performed per IBA's standard fee schedule (the "Standard Fee Schedule") as follows:

Principal/Professional Engineer	\$ 231.00/hour
Senior Consultant	\$ 173.25/hour
Project Manager	\$ 115.50/hour
Inspector	\$ 78.54/hour
Senior Technician	\$ 57.75/hour
Jobsite Water Testing (ASTM E1105)	\$ 3,000/day
Same Day Cancellation	\$ 1,500

**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

March 27, 2019

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2. IBA proposes to perform consulting services up to the number of hours indicated in the Fee Proposal section for each scope of work item set forth above. This Proposal is not for a fixed fee. We will invoice only for hours worked up to the proposed fee. Any work requested by the client, performed by IBA in excess of the particular number of hours listed above ("Additional Services") shall be an additional charge that CLIENT agrees to pay IBA at the hourly rates set forth above in the Standard Fee Schedule.
3. Reimbursable expenses include travel, lodging, messenger services, reproduction costs, shipping costs, and attorney review of CLIENT submitted contracts. All will be charged at face value plus 15% for handling.
4. Included in the number of hours of work that IBA will provide for the scope of work items set forth above are site and/or shop inspections, travel time to and from the office to the job site, report preparation, meetings and consulting as requested.
5. This Proposal is valid for a period of six (6) months from the date first stated above. Notwithstanding mutual execution of this Proposal, IBA's Standard Fee Schedule is subject to increase at IBA's sole discretion after a period of one (1) year from the date first stated above.
6. Standard Fee Schedule rates are based upon IBA's provision of services during an eight (8) hour period between the hours of 7:00 am and 7:00 pm. Should CLIENT request or should IBA's work reasonably require work before or after said time period, overtime rates will apply and will be charged at the rate of one and one-half (1 ½) times the Standard Fee Schedule rates. Weekend and holiday will similarly be charged at two (2) times the Standard Fee Schedule rates. CLIENT agrees to pay the additional cost of overtime, weekend, and holiday work.
7. Payment terms are 30 days net. A charge of 1.5% per month (18% per annum) will be charged on all past due accounts. IBA reserves the right to suspend or terminate services if payment is not made within 30 days from receipt of our invoice. The CLIENT shall not be entitled to recover from IBA any delay or other consequential damages as a result of the invocation of this provision of the agreement.
8. The CLIENT agrees to limit the liability of IBA to the total compensation received for services rendered on this project.
9. Remittance of payments to be made to:

**IBA Consultants, Inc.**  
**7104 N.W. 51<sup>st</sup> Street**  
**Miami, Florida 33166**  
**Tel: 305-594-8950**



**IBA Consultants, Inc.**

Broward County Main Library R3 (Post Negotiation)

Building Envelope Consulting Services

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**10. Exclusions:**

- a. The support structure, i.e. building skeleton, floor slabs and embedments, and any other structure work are not to be certified by us.
- b. We will not conduct any instrumented alignment and measurement checks.
- c. Prices do not include scaffolds, scaffold operators, or similar access equipment that may be required during inspection or testing. Any costs incurred will be billed at cost plus 25%.
- d. For testing services water, electricity, scheduling and third-party notifications, removal and protection of any interior finishes or property are the responsibility of the client.
- e. IBA Consultants, Inc., its affiliates, agents, representatives and assigns do not make any representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, or suitability of the statements, conclusions, information, products, services, or related graphics, charts, tabulations or photographs contained herein for any purpose whatsoever other than that which is contained within this Agreement. Any reliance that the recipient places on such information is therefore strictly at the recipient's own risk.
- f. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF IBA MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY SERVICES PROVIDED TO CLIENT UNDER THIS CONTRACT.
- g. In no event will IBA Consultants, Inc., its affiliates, agents, representatives and assigns be liable for any loss or damage including without limitation, direct, indirect or consequential loss or damage, or any loss, damage or attorneys' fees whatsoever arising from, out of or in connection with, the services provided by IBA (the "Services") by any recipient of the Services who is not a party to this Agreement. The Client will indemnify and defend IBA, its members, officers and employees against any and all claims, losses, costs, attorneys' fees and damages of any nature whatsoever, or claims, or expenses from any cause or causes arising out of or related to the Services.
- h. IBA will not be acting as the Architect or Engineer of Record. IBA shall undertake only a limited review of client's drawings, if any, to the extent set forth above in the scope of work to enable IBA to provide the services set forth in this Agreement. Therefore, IBA is not responsible for and shall not review client's drawings for any other purposes.
- i. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted through IBA's inspection and IBA accepts no liability in connection therewith.
- j. Evaluation of hidden conditions is not included in our scope of work. If IBA has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If the client fails to authorize such investigation or believe that such a condition exists, the client is responsible for all risks associated with this condition.
- k. IBA's opinions of probable costs if any, provided as part of the services under this agreement are made on the basis of our knowledge, experience and qualifications and represent our professional judgment. IBA cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions of probable costs provided by IBA.
- l. IBA has no responsibility for the protection and safety of any persons on and about the site. The client shall provide, at its expense all facilities and labor necessary to afford IBA personnel safe access to sampling, testing or observation locations in conformance with federal, state and local laws, ordinances and regulations.

11. The client agrees to limit the liability of IBA to the total compensation received for services rendered on this project. In the event of any litigation between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorney's fees, court costs, and litigation expenses, as determined by the court.



**IBA Consultants, Inc.**  
 Broward County Main Library R3 (Post Negotiation)  
 Building Envelope Consulting Services  
 March 27, 2019  
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**Work Authorization Form**

Charles A. Michelson  
**Saltz Michelson Architects**  
 3501 Griffin Road  
 Fort Lauderdale, FL 33312

**Project:** Broward County Library  
**Work Authorization #:** 1R3  
**Date:** March 27, 2019

IBA hereby requests authorization and CLIENT hereby authorizes IBA to commence testing services on the subject Project in accordance with this Contract and Work Authorization (Section VI), and Project Description and Fee Proposal (Section III & IV) and Terms and Conditions (Section V), which are incorporated into this Contract and Work Authorization by reference and adopted herein; (to the exclusion of Sections I (Company Profile) and Section II (Scope of Services Offered) which are general in nature and not part of this Contract. The work will be provided as follows:

COST BREAKDOWN			
ITEM	Units	Rate	Fee
<b>Phase I - Exterior Wall Assessment</b>			
	(hours)		<b>Not To Exceed</b>
Preliminary Condition Assessment (SEI/ASCE30)	60	\$ 173.25	\$ 10,395.00
Jobsite meeting w/CM and Architect to discuss document review comments	0	\$ 173.25	\$ -
			<b>\$ 10,395.00</b>
<b>Phase II - Detailed Condition Assessment</b>			
	(Day)		<b>Not to Exceed</b>
TAS 124 - Field Uplift Testing	4	\$ 1,500.00	\$ 6,000.00
Florida Building Code Section 1403 - Exterior Wall Weather-Resistant Testing	2	\$ 3,000.00	\$ 6,000.00
Senior Consultant Coordination and meeting with Architect (Hours)	30	\$ 173.25	\$ 5,197.50
			<b>\$ 17,197.50</b>
<b>Phase III - Consulting Services/Repair Scope</b>			
	(hours)		<b>Lump Sum</b>
IBA Senior Consultant will provide material product specification recommendations and scope of work.	60	\$ 173.25	\$ 10,395.18
Design Development Review and Comments	40	\$ 173.25	\$ 6,930.00
Senior Consultant meeting with Architect/Sub-Contractor	0	\$ 173.25	\$ -
			<b>\$ 17,325.18</b>
<b>Phase IV - Repair Scope of Service</b>			
	(hours)		<b>Not to Exceed</b>
Shop Drawing and Submittal Review	30	\$ 173.25	\$ 5,197.50
IBA Project Manager will review all field reports	14	\$ 115.50	\$ 1,617.00
Jobsite Inspections	100	\$ 78.54	\$ 7,854.00
			<b>\$ 14,668.50</b>

Total Fee - Phase I, II, III, IV \$ 59,586.18


**Commencement of Services**

IBA will commence work upon receipt of a written confirmation of the acceptance of this Proposal and a retainer fee in the amount of \$ 2,000. An invoice for the balance of the fees owed will be issued upon completion of the testing. Our test report will be released upon receipt of payment in full for services rendered.

Should you have any questions regarding the above, please do not hesitate to call. We look forward to working with you and your team on this Project.

**IBA Consultants, Inc**

**Client: Saltz Michelson Architects**

By:   
 Title: **Contract Manager**  
 Date: **March 27, 2019**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**IBA Consultants**  
7104 NW 51th Street  
Miami, FL 33166  
305-594-8950

**BC Main Library Exterior Refurbishment**

Task by Person			Assessment		Testing		Design Development		50% Construction Documents		100% Construction Documents		Building Department Comments		Bidding/Permitting		Construction Administration		Grand Total	
			Not To Exceed		Not to Exceed		Lump Sum Fee										Not to Exceed			
Title	Employee	Rate	Hours	Fee	Hours /Day	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Senior Consultant	Javier Hernandez	\$ 173.25	60	\$ 10,395.00	30	\$ 5,197.50	40	\$ 6,930.00	40	\$ 6,930.00	20	\$ 3,465.00		\$ -		\$ -	30	\$ 5,197.50	220	\$ 38,115.00
Test Technician	Roque Zavala	\$ 57.75		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
FBC Testing Sec 1403		\$ 3,000.00	0	\$ -	2	\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00
Testing -TAS 124		\$ 1,500.00			4	\$ 6,000.00													4	\$ 6,000.00
Field Inspector	William Steegers	\$ 78.54		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	100	\$ 7,854.00	100	\$ 7,854.00
Project Manager	Nicodeme Pierre	\$ 115.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	14	\$ 1,617.00	14	\$ 1,617.00
			<b>60</b>	<b>\$ 10,395.00</b>	<b>36</b>	<b>\$ 17,197.50</b>	<b>40</b>	<b>\$ 6,930.00</b>	<b>40</b>	<b>\$ 6,930.00</b>	<b>20</b>	<b>\$ 3,465.00</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>144</b>	<b>\$ 14,668.50</b>	<b>340</b>	<b>\$ 59,586.00</b>

Work Authorization  
SCOPE OF WORK

Consultant: SALTZ MICHELSON ARCHITECTS  
Project No: 104885  
Project Title: Main Library Exterior Refurbishment  
Facility Name: Broward County Main Library

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**1.01 Description of Professional Services**

1.01.01 This Project will encompass the assessment, recommendations and development of construction documents for the cleaning, restoration, and sealing of all exterior surfaces for the Main Library keystone façade and concrete surfaces. The area of work is to include all exterior keystone façade and concrete surfaces (including recessed balconies, balcony ceilings as well as ceilings at all sidewalk locations). Broward County Art Installation at the South East corner of the facility will require special instructions and coordination for inspection, cleaning and repair. The full scope also includes application of recommendations for water-proofing activities and treatment for all surfaces for 20-year protection.

1.01.02 Consultant shall provide:

- A) Phase I - Predesign Report / Recommendations
- B) Phase II – Schematic Design / Design Development
- D) Phase III - 50% Construction Documents
- E) Phase IV – 100% Construction Documents
- F) Phase V - Bidding Assistance
- G) Phase VI - Construction Administration
- H) Phase VII - Warranty Administration and Post-Occupancy

**1.02 Deliverables**

1.02.01 Consultant shall submit three (3) copies of all documents required by this Work Authorization (except where otherwise specified), without additional charge, for approval or use by the Contract Administrator. The Contract Administrator may review submitted documents and provide written review comments to Consultant following each deliverable submission. Consultant shall modify and resubmit documents, without additional charge, to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within

twenty-one (21) consecutive calendar days from the receipt of Contract Administrator's review comments such documents as required to fulfill the submittal requirements for this Work Authorization.

- 1.02.02 Consultant shall be required to submit the various documents required by this Work Authorization in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Attachment 1, Electronic Media Submittal Requirements and Attachment 1a, BIM/CADD Standard of Care). Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Consultant in writing for the consideration of the Contract Administrator.
- 1.02.03 Documents, electronic media and other materials submitted to Contract Administrator by Consultant shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 1.02.04 Detailed Architectural Program
- A detailed architectural program is available from the Contract Administrator and is attached to this document.
- A detailed architectural program is not available from the Contract Administrator and shall be developed by Consultant as further described below.
- A preliminary/generic architectural program is attached to this document. Requirements for Consultant's use and modification of that generic program follow below.
- The  Preliminary  Final architectural program for this Project will be provided by the Contract Administrator with Consultant's Notice to Proceed. Consultant's use of this program is described below.

## 2.01 Basic Services

- 2.01.01 The services listed below, in addition to those specified by Consultant's Agreement with County, are related to the specific Project or other professional services as necessary to meet the needs of County.
- 2.01.02 The listed services below shall not limit those activities or services which may be requested by County.

**3.01 Basic Services by Project Phase**

- 3.01.01 Consultant agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the schedule developed by County and Consultant; and (C) Participate in County's programs of Value Engineering at the end of Phases II (Schematic Design and Design Development) and Constructability Reviews at the end of Phase IV (100% Construction Documents).
- 3.01.02 If requested by County, Consultant shall attend a bi-weekly Project review meeting with representatives of County throughout Phases I through VII of the Project. At each of these meetings, Consultant and County shall review the Project's budget, schedule, and scope along with Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the Project. For each Project review meeting, and as may be otherwise appropriate during any Project Phase, Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for County's review, which will be made so as to cause no delay to the Project Schedule. Consultant shall provide minutes of all meetings with County.
- 3.01.03 Consultant's services shall conform to County's specifications (as they may be made available to Consultant), including but not limited to, County's Design and Materials Standards Manuals, and County's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern.
- 3.01.04 Consultant shall keep County informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed in writing by County prior to incorporation into the design or construction documents.
- 3.01.05 Consultant shall cooperate with County by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by County, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any Phase of the Project. In the event County accepts recommendations from Value Engineering and Constructability studies, Consultant shall, upon review and agreement, implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services. If bids or cost estimates indicate the Project is at or below the construction budget, Consultant shall be compensated for implementing Value Engineering and Constructability changes.

**3.02 Phase I – Predesign Report / Recommendations:**

- 3.02.01 Consultant shall confer with representatives of County to verify and confirm the scope of Programming and other Predesign Services required for the Project; which shall include:
- (A) Establishing a listing of County, Using Agency and other representatives who will be providing information or feedback to Consultant during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail. Consultant shall periodically review, update and distribute this list throughout this and subsequent Project Phases.
  - (B) Establishing and verifying a chain of responsibility or decision making in County's Project and functional organizations for use in later decision making during the programming process and subsequent design Phases.
  - (C) Obtaining and mobilizing any facilities Consultant(s) or other specialists to provide technical or functional information necessary to develop the programming documents.
  - (D) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify related criteria.
  - (E) Obtaining, verifying and further developing County's preliminary list of "Owner supplied materials," construction or related work to be performed by the Owner, and any salvage items projected to be retained by the Owner.
  - (F) Obtaining, verifying and further developing County's building construction and operating cost estimates.
- 3.02.02 Consultant shall provide an existing façade condition investigation and assessment to include existing building façade systems including cladding materials and their installation, architectural concrete. Consultant shall indicate existing facades or other conditions affecting the building façade cladding or materials. Location(s) for destructive testing are to be recommended by the Consultant and approved by Broward County prior to any work being completed. It is the intent of this work to have the destructive investigation site(s) repaired, by Broward County).
- 3.02.03 Consultant shall develop an "Existing Façade Conditions and Assessment Report", describing the results of the investigative activities and the following:

- (A) Identifying and document existing building cladding and fenestration conditions including illustrative diagrams, diagrams and photos.
  - (B) Assessments of the existing façade systems with analysis, areas of concerns, and repair options best suited for the architectural, structural, functional, water-resistance / penetration construction and cost considerations.
  - (C) Identifying and document any historical conditions that will impact the facilities design and operation.
  - (D) Identifying and document existing public art on this Project and suggested protective measures.
  - (E) List required or optional provisions for phased construction of this Project.
- 3.02.04 Consultant shall analyze and document applicable jurisdictional requirements.
- 3.02.05 Consultant shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and the scope of work.
- 3.02.05 Consultant shall provide a written estimate of Probable Construction Costs for the Project based on the programming tasks listed above, approximate gross areas of work; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services. Additionally, Consultant shall:
- (A) Reconcile the building design program with the Owner's budget.
  - (B) Advise the Owner if budget and program are not compatible.
- 3.02.06 Consultant shall submit three (3) copies of all deliverables in accordance with Section 1.02.01.
- 3.02.07 Consultant shall not proceed with the next Phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next Phase.
- 3.02.08 Consultant shall provide presentations of the Project's Program to County's staff, using agencies or groups, and to County Commission as required.

### **3.03 Phase II - Schematic Design / Design Development:**



- 3.03.01 Consultant shall confer with representatives of County to apply the results of the Existing Façade Conditions and Assessment Report. Consultant shall investigate and develop a variety of solutions to address the best option for repair of the building façade system.
- 3.03.02 NOT USED.
- 3.03.03 In the event that Consultant believes that the Project scope, schedule or budget is not achievable, Consultant shall immediately notify County in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 3.03.04 Consultant shall review with County alternative approaches to design and construction of the Project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of Project delivery; and, if requested, shall make a recommendation among such alternatives.
- 3.03.05 Consultant shall prepare, submit, and present for approval by County a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below, including an identification of any special requirement(s) affecting the Project:
- (A) A "Project Transmittal Form" as required by County's Construction Management Division. In the absence of a proprietary form issued by County's Construction Management Division, Consultant shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects). The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal. The aforementioned requirements are applicable to all references to "Project Transmittal Form" set forth in this Scope of Services.
  - (B) A hardcopy and electronic media copy of the site survey will be provided by the County. The site survey may be an update of informational surveys provided by County but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to County's Electronic Media Submittal Requirements (Attachment 5).
  - (C) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and building program requirements illustrating the general scope, scale, and relationship of Project components. Concept Drawings shall include, as a minimum, the following in addition to other graphic or descriptive materials Consultant may deem necessary to adequately communicate the Project:

1. A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the Project is located. The statement shall be signed and dated by the Surveyor.
  2. Floor plans (as necessary) showing points of the compass, overall dimensions, identity and room numbers of the spaces impacted by the proposed work, door locations, accessibility for the disabled, proposed passive design and low energy usage features. Floor plans shall contain a life-safety plans where affected by Project approach or Phasing, delineating accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility and the scope of work. Consultant shall indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
  3. All exterior elevations, sections and details (as needed) of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), material selections, and other building features and spatial relationships.
- (D) A Preliminary Project Recommendations and Proposed Solutions Report comprised of a narrative discussion of material selections, components, assemblies, and systems (including proposed structural, design elements, components and systems) to be used in the Project.
- (E) A Project Development Schedule: Consultant shall prepare a schedule of services ("Project Development Schedule") in compliance with the Project Schedule and for approval by County. Such schedule shall show activities including but not limited to Consultant efforts and County (and other municipal/agency) reviews and approvals required to complete design

services.

1. The Project Development Schedule shall include all activities known at this stage of the Project's development for the entire Project. Consultant shall illustrate all Project activities including any projected or preliminary requirements for creating temporary facilities, relocating County's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by County, work by separate Contractors, and any other activities that relate to or may impact construction of the Project (including offsite work and related site reviews, permitting, etc.).
2. Consultant shall prepare in a bar chart format, or other format as required by County, which may be further developed and updated for submittal during subsequent Phases of the Basic Services.
3. Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule for Consultant's work without specific written authorization from County.
4. Consultant shall notify County in writing of any circumstances which impact Consultant's ability to meet designated milestones in the Project Schedule.

(F) The Statement of Probable Construction Cost: Consultant shall submit to County for review and approval a schematic design phase estimate of Probable Construction Cost prepared by Consultant's cost estimator, itemized by major categories and projected to the expected time of bid.

- 3.03.06 Consultant shall coordinate with County to determine the municipal, County, and other jurisdictional agencies (e.g., City of Fort Lauderdale's – Historical Preservation Commission) coordination required for the Project in coordination with the County, make applications for site plan and other review as appropriate to this Phase of the Project. Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the Project as conducted by any and all other agencies having jurisdiction over the Project.
- 3.03.07 Consultant shall submit copies of all deliverables in accordance with Section 1.02.01.
- 3.03.08 Consultant shall not proceed with the next Phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next Phase.

- 3.03.09 Consultant shall provide presentations of the Schematic Design to County's staff and to the County Commission as required.
- 3.03.10 Based on the approved Schematic Design Documents and any adjustments authorized by County in the Project Scope or Project Budget, Consultant shall lead the on-going design and discussion to develop the details and the approach to the work. Consultant shall be responsible for the following:
- (A) "Project Transmittal Form" as required by County's Construction Management Division.
  - (B) Documents which include the following:
    - 1. Updated versions of the documents provided pursuant to 3.03.05 above.
    - 2. All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.
    - 3. Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
    - 4. Outline specifications – Consultant shall:
      - a) Organize according to the Specification Section numbering system specified in the Construction Specifications Institute's (CSI) 2014 or later edition of MasterFormat or AIA MasterSpec.
      - b) Format to conform to the formats for outline specifications as established by the Construction Specifications Institute.
      - c) With the exception of Divisions 00 and 01, provide outline specifications or provide detailed notes on drawings giving general description of all finishes, materials, and systems including structural and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components as needed.
  - (C) Consultant shall advise County of any adjustments to the Schematic Design Phase estimate of Probable Construction Cost and shall submit to County a fully detailed Design Development Phase estimate, of Probable Construction Cost, by Consultant's cost estimator, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this Project. Consultant shall format the Schematic Design Phase estimate

and provide detail matching the organization and content of the Project's Outline Specifications complete for remaining Divisions, including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components as needed. Consultant shall utilize the Construction Specification Institute's (CSI) 2014 or later edition of MasterFormat or AIA MasterSpec as published by the Construction Specifications Institute to organize the estimate.

- (D) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent Project activities.
  - (E) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by County and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.
  - (F) A letter indicating, after coordination with County's Construction Management Division (and other agencies at its direction), the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB's, groundwater contaminants, etc.) which might require mitigation by County prior to or during construction of the Project. Consultant shall establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
  - (G) Preliminary product samples for restoration and samples with sealers applied to review and approve for all finish materials with County.
- 3.03.11 Staff from each of Consultant's major technical disciplines and subconsultants, as necessary, shall attend coordination, review and presentation meetings with County to explain the design concept and technical resolution of their respective building or site systems.
- 3.03.12 Consultant shall submit copies of all deliverables in accordance with Section 1.02.01.
- 3.03.13 Consultant shall not proceed with the next Phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next Phase.

### **3.04 NOT USED**

**3.05 Phase III - 50% Construction Documents:**

- 3.05.01 After written Notice to Proceed from County and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the Project or in the Fixed Limit of Construction Cost authorized by County, Consultant shall prepare for approval by County and in accordance with County's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. Consultant is responsible for the full compliance of the design with all applicable codes.
- 3.05.02 Intermediate Construction Documents Submittal: Consultant shall make a 50% Construction Documents submittal, for approval by County, which shall include three (3) sets of the following:
- (A) "Project Transmittal Form" as required by County's Construction Management Division.
  - (B) Drawings, containing the following:
    - 1. Cover sheet/table of contents including:
      - a) Project title.
      - b) Sheet index including sheet identification and title.
      - c) List of current Broward County Board of County Commissioners.
      - d) Location plan.
    - 2. Site Plan(s) and updated versions of the Schematic Design/Design Development requirements.
    - 3. A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
    - 4. Full floor plans including:
      - a) All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

- b) Note all chases and delineate all rainwater leaders.
  - c) Show structural tie columns and coordinate with the floor plan.
5. Demolition Plans, indicating required demolition activities. Consultant shall:
- a) Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
  - b) Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
  - c) Include notes dealing with repair of existing areas as a result of demolition.
  - d) Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
  - e) Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of County's existing facilities.
6. Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, special finishes, and other building features.
7. Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Consultant shall provide associated detailing to delineate solutions for difficult connections.
8. Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Consultant shall delineate and detail any dropped soffits or joint conditions between different materials. Consultant shall ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable subconsultants.

9. Roof plans:
  - a) Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints.
  - b) Containing dimensions necessary to locate the items noted previously, and detailing targets shown.
10. Large scale building sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Consultant shall provide associated detailing to delineate solutions for difficult connections.
11. Details of the following:
  - a) Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the Project or the existing facility.
  - b) Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
  - c) Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
  - d) Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the Project. Consultant shall coordinate and delineate electrical connections and power requirements.
  - e) Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.
  - f) Any other specialized items necessary to clearly express the intent of the Project design.
12. Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed



sufficiently to communicate the design intent and coordination with other disciplines.

(D) Progress specifications:

1. Provide preliminary Project Manual excluding Bidding documents and other Division 00 documents.
2. Provide a preliminary Division 01 based upon the standard documents to be provided by County and edited by Consultant after consultation with County to establish Project specific requirements.
3. Include progress set of all other Sections in remaining Divisions or detailed notes on drawings with each section developed to demonstrate to County an understanding of the Project and an appropriate level of developmental progress comparable to that of the drawings.
4. Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2014 or later edition of MasterFormat or AIA MasterSpec format with each section developed to include CSI's standard three (3) part section and page formats with full paragraph numbering.

(E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent Project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, Project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

(F) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous comment concerning the Project have been addressed and/or corrected.

3.05.03 Consultant shall make all changes to the documents as required by County's review of the documents and resolve all questions of constructability, code compliance, compliance with County standards, or other issues raised by County during its review of the documents. County will retain the documents submitted at this Phase.

3.05.04 Consultant shall not proceed with the completion of 100% Construction Documents until the acceptance of all required presentations and reports,

County approval of all required submittals, and receipt of a written Notice to Proceed with the next Phase.

### **3.06 Phase IV - 100% Construction Documents Submittal:**

3.06.01 Upon 100% completion of the Construction Documents, Consultant shall submit to County three (3) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by County. The 100% Construction Documents shall conform to County's requirements, all mandatory requirements cited by County's Construction Management Division (or its designated reviewers). Consultant shall, through the Construction Management Division, coordinate Project specific requirements with other participating County review agencies (Office of Economic and Small Business Development ("OESBD"), Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.06.02 All documents for this Phase shall be provided in both hard copy and in electronic media formats. County will approve Phase IV documents prior to submittal for permitting or bidding. The Phase IV submittal documents shall include the following documents and meet the following requirements:

(A) "Project Transmittal Form" as required by County's Construction Management Division.

(B) General Requirements:

1. Record Set. This submittal is the official record set and shall be the bid documents.
2. Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the Project manual are complete, and comply with the current edition of the Florida Building Code".
3. When requested by County, engineering calculations for structural systems shall be submitted separately from drawings and the Project manual.

(C) Drawings: The drawings shall include, in addition to the Phase III 50% Construction Document requirements specified above, the following:

1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, structural, and architectural site plans.
  2. Plans and details including, but not limited to:
    - a) Title sheet utilizing County's Construction Management Division's standard cover sheet format including a table of contents and statement of compliance by the architect or engineer of record.
    - b) Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, Consultant may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire Project following the cover sheet.)
    - c) Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with County's Construction Management Division.
    - d) Architectural sheets including floor plans, door, roof plans, elevations, sections, and details.
    - e) Structural sheets including drainage; foundation plans; floor plans; roof plans; structural plans; and sections / details.
- (D) Project Manual. Consultant shall review and coordinate with County regarding the preparation of the following:
1. Any supplemental information required from Consultant to assist in County's completion of Division 00 procurement and contracting requirements with respect to the foregoing documents and regarding any other agreements necessary for construction of the Project. Include documents made necessary by the Bidding Method chosen by County. However, in no case will Consultant amend or delete items from these documents without prior written approval from County.
  2. A Project specific set of Division 01 specifications based upon guide documents provided by County (or, in the absence of County guide specification documents, from Consultant's own specifications as previously coordinated with County), including all schedules, lists and inventories as required to complete County's guide documents including Contractor's Submittal schedules, warranty schedules,

salvage schedules, etc.

3. Final specification sections for remaining Divisions or detailed notes on drawings organized and formatted as required for the set of Phase III 50% progress specifications.
4. Approved alternate bid items, if required and authorized by County, to bring the Project within the Fixed Limit of Construction Cost which would permit County in its sole discretion to accept or reject portions of the construction of the Project.

- (E) An updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
- (F) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by County and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.

- 3.06.03 If the latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to County).
- 3.06.04 Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete check set shall be returned to County. Upon final approval by County, Consultant shall furnish record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this Project Phase to County without additional charge.
- 3.06.05 Consultant shall, with County's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase VI and early enough to ensure that the eventual Contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency.

Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. Permit,

review, and similar fees shall be paid by County. Consultant shall be responsible for the following:

- (A) Consultant shall provide services or licensed subconsultants to apply for all jurisdictional approvals.
- (B) Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Consultant shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project.
- (C) Any changes to the Project drawings or Project manual or other supporting document made necessary by jurisdictional reviews shall be made by Consultant at no additional cost to County. Consultant shall be compensated for any revisions to the Contract Documents made necessary by such jurisdictional reviews if the requisite compliance requirement or interpretation was not available to Consultant in written form prior to the review.
- (D) County will notify Consultant when permits shall be transferred to the responsibility of the Contractor for the Project.

3.06.06 Staff from each of Consultant's major technical disciplines and subconsultants, as necessary, shall attend coordination, review and presentation meetings with County to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III (50%) and Phase IV (100%) Submittals.

3.06.07 County's review and approval of the drawings, specifications, calculations and other Construction Documents shall not relieve Consultant of any responsibility for their accuracy, adequacy and completeness.

### **3.07 Phase V - Bidding / Permitting**

3.07.01 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, approval by County of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding / Permitting Phase of the Project, Consultant shall assist County in obtaining bids and awarding construction contracts.

3.07.02 Consultant shall assist County in the preparation of bidding information. Consultant will utilize County's Standard Form Construction Documents for this Project and agrees to verify and utilize the latest edition of those documents at

- the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by County's Office of the County Attorney.
- 3.07.03 Consultant shall provide to County's Contract Administrator two (2) reproducible copies of the bidding documents, including all drawings and specifications. County will be responsible for printing the bidding documents. County reserves the right to instruct Consultant to have the bidding documents (including drawings and specifications) printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through Consultant.
- 3.07.04 County will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." Consultant may be instructed to issue Bid Documents to bidders and keep a complete "List of Bidders". The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at County's Purchasing Department or alternative location.
- 3.07.05 Consultant shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to County.
- 3.07.06 Consultant shall attend pre-bid conferences as scheduled by County.
- 3.07.07 Consultant shall prepare addenda, if any are required, for County to issue to all prospective bidders. No addenda shall be issued without County's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised, signed, sealed, and issued as addendum drawings as directed by County.
- 3.07.8 Consultant shall participate with County in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 3.07.9 If the lowest responsive Base Bid received exceeds County's funds available for the Project, County will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct Consultant to revise the Project scope or quality, or both, as approved by County, and rebid the Project, or (D) suspend or abandon the Project.
- 3.07.10 Under Article 3.07.9(C) above Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of Consultant's responsibility in this regard and having done so, Consultant shall be compensated in accordance

with this Agreement. County may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.07.9(C) above. County agrees to discuss this issue with Consultant prior to exercising this option.

- 3.07.11 If an estimate or cost analysis is required by County for this Phase, Consultant shall utilize Consultant's cost estimator, or a replacement acceptable to County, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

**3.08 Phase VI – Construction Administration:**

- 3.08.01 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Application for Payment is approved by County. During this period, Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between County and the Contractor.
- 3.08.02 Consultant, as the representative of County during the Construction Phase, shall advise and consult with County and shall have authority to act on behalf of County within the limits established by this agreement and the Contract Documents. Consultant shall contemporaneously provide County with copies of all communications between Consultant and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the Project.
- 3.08.03 Consultant and Consultant's respective subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per two (2) weeks will be required by Consultant. Subconsultants will be required to visit the site at least once every two (2) weeks when their respective portion of the work is in progress.
- (A) Consultant shall visit the site at least once per two (2) weeks from the time construction begins until substantial completion on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. Consultant shall coordinate the timing of these visits with County's Representative so as to permit joint observations of the progress of the Work and discussions about Project issues. On the basis of on-site observations as a Consultant, Consultant shall keep County informed of the progress and quality of the Work. Consultant shall promptly submit to County a detailed written report of the

results of each visit to the site, and copies of all field reports and notes of meetings with Contractor, Subcontractors of any tier or suppliers.

- (B) Consultant shall, based upon its on-site visits, promptly report to County any defects and deficiencies in the Work coming to the attention of Consultant and shall endeavor to guard County against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as County's staff, are undertaking inspection for or on behalf of County. Consultant shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by County, replace personnel whom County has proven to be incompetent or unacceptable.
- (C) Consultant 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.

3.08.04 Consultant shall at all times have access to the Work wherever it is in preparation or progress. Consultant and its subconsultants shall review and advise County as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, County may at its discretion require Consultant and all subconsultants to regularly submit additional written materials or forms to County relating to or regarding the Project or its progress.

3.08.05 Consultant shall assist County in determining the amounts owing to Contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Application for Payment in such amounts as provided in the Contract Documents and in such form as County may request. The certification of Application for Payment shall constitute a representation by Consultant to County, based on Consultant's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of an Application for Payment shall not be a representation that Consultant has made any examination, other than information which has come to Consultant's attention, to ascertain how and for what purpose Contractor has used the moneys paid by County.



- 3.08.06 Consultant shall initially interpret matters and provide recommendations concerning performance of County and Contractor under the requirements of the Contract Documents on written request of either County or Contractor. Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Consultant shall render written advisory decisions, within a reasonable time, on all claims, disputes and other matters in question between County and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 3.08.07 All interpretations and advisory decisions of Consultant 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. In the capacity of interpreter Consultant shall endeavor to secure faithful performance by both County and Contractor and shall not show partiality to either.
- 3.08.08 Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. Consultant shall not have authority to stop the Work without approval of County. Whenever, in Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but Consultant shall take such action only after consultation with County. Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. County shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of Consultant to Contractor or other third parties performing portions of the Work.
- 3.08.09 Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by Consultant unless County and Consultant otherwise mutually agree. Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. Consultant shall be compensated for reviewing re-submittals after the first re-submittal of

a respective submittal as a reimbursable expense with County reimbursed by the Contractor under provisions of the Contract Documents.

3.08.10 Consultant shall coordinate with County concerning County's required review of Change Orders for Code Compliance. Consultant shall:

- (A) Meet with County prior to the preparation of change order items to ensure that proposed changes comply with applicable codes.
- (B) Reconcile Consultant's analysis of proposed Change Order amounts with an analysis provided by Consultant's cost estimator and provide County with a recommendation concerning the respective cost studies.
- (C) Submit written and graphic information documenting proposed changes for formal review by County for code compliance.
- (D) Consultant shall review and indicate concurrence through signing change orders for County's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through County. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.
- (E) Consultant shall process, prepare and issue contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed twenty-one (21) days. Consultant shall provide written notification to County concerning those modification documents requiring more than twenty-one (21) days processing time with an attached explanation of the circumstances requiring longer processing time.
- (F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of County.

3.08.11 Consultant shall conduct thorough site observations, make recommendations, and otherwise assist County in determining the dates of substantial completion and final completion. Consultant shall review, approve and forward to County for County's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final Application for Payment. At substantial completion, Consultant shall prepare a punch list of observed items requiring correction, completion, or replacement by Contractor. Consultant shall administer the Contractor's submittal of various

- closeout submittals, including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. Consultant and its subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of County's personnel as required by the Contract Documents. Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.
- 3.08.12 Consultant shall within sixty (60) days of receipt of Consultant approved as-built submittal from Contractor provide County with prints and electronic media copies of the original drawings, which Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of County. Submittal of these documents to County is a condition of final payment to Consultant.

**3.09 Phase VII – Warranty Administration and Post-Occupancy Services:**

- 3.09.01 For one year following substantial completion of the construction Project, Consultant shall assist County, without additional compensation, in securing correction of defects, and shall in the eleventh months make inspections of the Project with County and report observed discrepancies to County and Contractor.
- 3.09.02 Consultant, with subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by County's Construction Management Division at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, Consultant shall:
- A. Assist County in reviewing the built Project on site;
  - B. Participate in and assist County's Construction Management Department in conducting interviews with principal building users;
  - C. Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the Project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the Project, the effectiveness of administrative and managerial procedures utilized by County, Consultant and the Contractor, and recommendations concerning future design and construction of the same or similar building types.

**End of Attachment 1: Work Authorization  
SCOPE OF WORK**