



**UNIVERSITY OF
WEST FLORIDA**

**25ITN-13MDV
ARCHITECTURAL/ENGINEERING SERVICES**

SOLICITATION DOCUMENT

Submittal Due July 20, 2026 at 10:00AM CT

Respondent's Checklist

This list is provided as a guide for the respondent and the University to assure that all required and requested information has been supplied. Respondents are to submit this CHECKLIST with the returned response. If any of these items listed below are not included within the returned response, it may be cause for the response to be considered non-responsive and could be disqualified.

To aid in accurately determining all information has been supplied in accordance with the specifications, please submit response in the order listed below.

Initials	Tab	List of Documents
	A	Affidavit Form (Attachment A)
	A	Signed Addenda (If applicable)
	A	Proof of Ability to Provide Insurance
	A	Proof of License to do Business in the State of Florida
	B	Executive Overview and Company Profile
	C	Qualifications and Experience Documentation
	C	Reference Form (Attachment C)
	D	Responsiveness Approach
	E	Pricing Proposal (Attachment B) to be submitted as separate file
	F	Sample Contract for review (Attachment D)
	G	Confidential Information (If applicable)
	H	Supplemental Information (If applicable)

Section I – Overview

A. Statement of Intent

The University of West Florida (hereinafter referred to as the "University" or "UWF") is issuing this Invitation to Negotiate (ITN) to solicit competitive proposals from highly qualified, licensed, and experienced architectural/engineering services for minor projects on an as-needed basis at the University of West Florida in Pensacola, Florida.

The primary intent of this ITN is to establish a pool of pre-qualified architectural/engineering services firm to perform as-needed services under multi-year, non-exclusive "continuing contracts".

Minor projects are specific projects for renovations, alterations, or additions which have a basic construction budget of estimated to be \$7,500,000.00 or as increased & allowed by statute or studies for which the fee for professional services is expected to be \$500,000.00 or less.

Through this ITN, the University seeks to achieve the following objectives:

Efficiency

Streamline the procurement process for recurring facility needs, infrastructure upgrades, and institutional renovations.

Quality & Safety

Ensure that all campus construction meets the University's high standards for architectural integrity, durability, and safety in a high-traffic educational environment.

Cost-Effectiveness

Establish a competitive framework that ensures the University receives the best value for its investment through transparent pricing and efficient project management.

Regional Expertise

Partner with firms that demonstrate a deep understanding of the Northwest Florida construction market, including local labor availability and the stringent hurricane and building codes specific to the region.

The successful Respondents will be expected to provide a full range of professional architectural and engineering services, including but not limited to: Feasibility studies, programming, schematic design, design development, construction documents production, permitting coordination, and construction administration. Adherence to Florida Building Codes, Florida Fire Prevention Code, and State University System (SUS) standards. Collaboration with University Facilities and Planning teams to minimize disruption to academic and student life.

B. University of West Florida Background

With a campus of 1,600 acres, the University of West Florida was established in 1963 and is a top-choice institution of higher education. Based in Pensacola with additional locations

in the region, UWF is home to four academic colleges, offering a variety of bachelor's and master's degree programs, as well as specialist degrees, a doctorate in education and a Ph.D. in intelligent systems and robotics. With a student population of more than 14,000 and an average class size of less than 40, UWF provides an inclusive academic experience with world-class faculty and is consistently ranked as a top regional university by U.S. News and World Report.

UWF is dedicated to serving the military community, having numerous designations including Gold-level Military Friendly, Military Spouse Friendly, Florida Collegiate Purple Star Campus and Best for Vets. The University has awarded more than 121,000 degrees to over 100,000 alumni. UWF also maintains a culture of excellence in athletics, leading the Gulf South Conference in all-time championships and all-sports trophies. A driver of economic impact in Northwest Florida and beyond, UWF generates approximately \$1.4 billion in total annual sales across the Florida economy.

C. Term

The resulting agreement(s) shall have an initial term of three (3) years and should include the option to renew for three (3) additional one (1) year terms.

D. Estimated Annual Agreement Value

No minimum contract value is assigned to this ITN. These services will generally apply to individual projects.

E. Solicitation Timeline

The estimated schedule and deadlines are projected as follows:

Activity	Time (Central)	Date
Issue Solicitation		6/18/26
Written Request for Explanation Due Date	10:00am	7/1/26
Estimated Issuance of Explanation Response		7/8/26
Submittal Due Date	10:00am	7/20/26
Submission Opening	10:30am	7/20/26
Evaluation Committee Meeting	9:00am	7/31/26
Estimated notice to Short-Listed Firms		7/31/26
Interviews (If needed)	8:15am	8/7/26

F. Contact

The Procurement and Contracts Representative and sole point of contact for this solicitation is: Monica DiMasi-Valadez at mdimasivaladez@uwf.edu or 850-474-2633.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with university personnel related to this solicitation is permitted. All communications are to be directed to the Procurement and Contracts representative listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

G. Solicitation Details

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting BidNet Direct, located at <https://www.bidnetdirect.com/florida/university-of-west-florida>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this solicitation must be submitted electronically through BidNet Direct prior to the Written Request for Explanation Due Date as stated in the above Timetable. The explanation response will be issued in the form of an Addendum and posted to BidNet Direct as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements shall be issued by official addenda. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addenda format. Where there appears to be a conflict between the solicitation and any addenda issued, the last written addenda issued shall prevail.

H. Non-Exclusive Contract

UWF intends to make multiple awards with multiple Vendors for the services outlined in this ITN if it is in UWF's best interest.

Section II – Scope of Services

- A. Minor projects are specific projects for renovations, alterations and additions which have a basic construction budget estimated to be \$7,500,000 or as increased & allowed by statute, or studies for which the fee for professional services is \$500,000 or less. Campus Service Contracts for minor projects provide that the consultant will be available on an as-needed basis for the term of the contract.
- B. Typical projects assigned under this contract may include, but are not necessarily limited to the following: new construction, renovation, remodeling, reroofing and other building maintenance, equipment installation, pre-engineered metal buildings, greenhouses, and fire code corrections. Areas requiring renovation or remodeling may include all types of classrooms, laboratories, library and media centers, offices and related functions, reception and waiting areas, lobbies and corridors, atriums, courtyards and plazas, modular and pre-engineered buildings, conference rooms, health services, dormitories, and athletic facilities.
- C. The selected firms may be chosen to provide design, construction documents and construction administration services for any minor projects assigned under the referenced contract.

Section III – Submittal Information and Instructions

- A. ITN Information
 - 1. Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service. Respondents shall submit a single, comprehensive response demonstrating qualifications, experience, financial capacity, and approach.
 - 2. All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for,

and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.

- a. UWF ITN document, including all attachments
- b. All addenda issued pursuant thereto
- c. Respondent's proposal
- d. Best and Final Offer
- e. UWF Contract to include all clarifications and modifications to Respondent's proposal

B. Formatting Instructions

Respondents shall format their responses utilizing the following topic numbering system with requested information contained in each. The Response must be submitted in the following document order. Failure to comply may result in a negative review of your response and may place your response in jeopardy.

Submittal Document Order:

1. Tab A – Essential Documents
 - a. Affidavit Form (Attachment A)
 - b. Signed addenda, if applicable
 - c. Copy of professional license granted by the appropriate body, if applicable.
 - d. If the applicant is a corporation, provide proof that it is properly chartered with the Florida Department of State to operate in Florida. If the Respondent is an out-of-state corporation, enter the foreign qualification number and provide a copy of the Department of State certificate.
 - e. Proof of ability to provide Commercial General Liability coverage in the amount of \$2,000,000 aggregate. Such proof may take the form of a draft 'ACORD' certificate or a letter of intent from the respective carrier or agent. Upon notification of intent to award to the successful Vendor, an original ACORD certificate of Insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts.
 - f. Proof of license to do business in the State of Florida.
2. Tab B – Executive Overview and Company Profile
 - a. Executive Summary (maximum two pages)
Summarize the Respondent's interest in the Master Agreement and their overall qualifications.
 - b. A brief history of the firm, including the number of years in business, primary office location(s) servicing the Northwest Florida area, and total number of full-time employees.
 - c. A firm's established Quality Assurance and Quality Control (QA/QC) program, detailing internal protocols for cross-discipline coordination, error reduction, and field safety protocols for design staff during site visits.
 - d. Identification of Primary Point of Contact
 - e. Reputation and Professionalism
 1. Describe the history and growth of your firm, including the current position in the market and detail the core values and vision.
 2. Describe past mediation, arbitration, or litigation. List any active or pending meditation, arbitration, or litigation and explain.

Confirm if the firm has been involved in any litigation in the past five (5) years.

3. Tab C – Experience and Past Performance
 - a. Reference List Form (Attachment C)
Provide at least five (5) current and verifiable references with contracts similar to this scope of work, particularly other universities or public entities.
 - b. Industry Expertise
Demonstrate success in completing architectural/engineering services under a “continuing contract” for professional services. Selected projects must evidence experience with the types of projects outlined in Section II, “Scope of Services”. Please include fee percentage (%) examples for each of the included projects as a reference. Highlight: If UWF projects are included as references, you must provide extra information to tell us something we do not already know about the project and why it was included. Note that similar project experience with a *different* client is considered more valuable in this evaluation.
 - c. Provide an organizational chart for the team that will be assigned to UWF projects. Include resumes for each of the proposed team members.
 - d. If any services cannot be provided by respondent in-house but will be subcontracted, list the name of the subcontract firm. For all services, list the providing firm’s professional license number from the appropriate Florida Licensing Board. Use names and license numbers of the firms as a whole, rather than of individuals in the firms. Add services as needed.
 - e. Provide a brief narrative demonstrating the firm’s understanding of the Northwest Florida construction market, including the availability of regional engineering consultants, local bidding climates, material lead times, and experience designing to regional hurricane and coastal building codes

4. Tab D – Responsiveness Approach
 - a. Describe team’s ability and resources to respond quickly, successfully keep schedules, effectively control budget, and provide responsive high-quality design services while managing multiple projects simultaneously.
 - b. Explain how your firm sets internal priorities to manage Minor projects including the ability to produce design documents in the tight time frame demanded by Minor projects.
 - c. Explain the team’s approach to, and methods for, designing-to-budget and validating cost estimates.
 - d. Explain the team’s approach to achieving code compliance, including accessibility.
 - e. Explain the team’s approach to developing, analyzing, and recommending design alternatives, concepts, and options.
 - f. Quality Control and Constructability - Construction-phase problems often stem from poor coordination between design disciplines or between different parts of the construction document plans/specs. What specific measures will be used to eliminate these sorts of coordination problems, conflicts, errors, and omissions?

2. Submittal must be received by the University of West Florida Office of Procurement and Contracts through BidNet Direct no later than the date and time specified in this ITN. Response by mail, fax, or any other method will not be accepted.

3. Response must be in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein and respondent specifically agrees to provide service in the manner set forth in this ITN.

4. The entire submittal shall be limited to a single PDF document that is no more than sixty (60) consecutively numbered, single-sided 8 ½ x 11 pages. Font size must be a minimum of 10-point.

The following items do not count toward the page limit, provided no additional narrative content is included:

- a. Cover page
- b. Table of contents
- c. Divider sheets (if used)
- d. Completed, required forms and certifications
- e. Signed addenda (if applicable)
- f. Audited financial statement and supporting financial documents

All other content, including photographs, charts, graphics, and project descriptions, shall count toward the page limit.

5. Response must be complete; partial or incomplete responses may not be considered. Response should be concise, clear and relevant, and shall not refer the University to electronic media such as websites or links to obtain the required information or submittals.

6. Information submitted that is not requested by UWF may be considered to be supplemental, and not subject to evaluation.

7. Solicitation Opening is a public meeting held at the time and date posted in the Solicitation Timetable via Zoom <https://uwf.zoom.us/j/83089453728> Meeting ID: 830 8945 3728. In compliance with subsection 2(c) of 286.0113, Florida Statutes, General exemptions from public meetings, bid openings will be recorded. Recordings are exempt from public records laws until such time as the University issues a notice of an intended decision.

Section IV – Evaluation, Negotiation, and Contract Award

A. Evaluation Process

Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in this solicitation. A responsive submittal is one which has followed the requirements of the solicitation, includes all documentation (including, but not limited to, the signed Affidavit Form), is submitted in the format outlined in the solicitation, was submitted prior to the Due Date

and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as “non-responsive”. Submittals fulfilling the basic requirements shall be referred to the Evaluation Committee for review and further consideration.

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of West Florida, taking into consideration the evaluation criteria. The contract will consist of the University’s ITN, the proposal with any and all revisions, award letter, purchase order, and any signed agreement, as stated in that agreement.

The Evaluation Committee will convene to jointly and openly discuss the strengths and weaknesses of proposals based on the written responses and additional written information as requested. Each committee member will evaluate each response. Scoring by each member of the evaluation team will be converted to a ranking order of the Respondents for each evaluator.

Rankings by each Evaluator shall then be aggregated to establish a Total Committee Ranking for each proposal. Lastly, an overall Final Committee Ranking will be established for each Respondent. Total scores will be used to break a tie in ranking.

All Respondents are hereby advised that the University may determine that verbal explanations, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the Evaluation process in order to assist the Evaluation Committee with the performance of their duties under this solicitation. The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Committee.

The Final Committee Ranking may determine the short list of respondents who will be selected as Finalists. The Evaluation Committee may convene to hear the Finalists presentations and to interview each firm. At the conclusion of any interviews, the Committee shall score and rank each respondent against the criteria contained in the Finalist Notification letter issued by Procurement & Contracts.

B. Evaluation Criteria

Responses will be evaluated based on the following criteria:

Experience and Past Performance with continuing contracts	40%
Management, Proximity and Operational Approach	40%
Experience in Sustainable Design, Energy Efficiency, and Certification Tracking	10%
Pricing (Design Fee Structure (Scored separately after initial evaluation)	10%

The University reserves the right to consider all criteria holistically in determining the most advantageous Respondent(s).

Please note: Design Fee information (submitted separately in Tab E) will be evaluated independently. The evaluation team will strictly score responding teams on Evaluation

Criteria 1 through 3 without any knowledge of the fee information. The separate fee structures will only be opened, evaluated, and added to the aggregate score (Criterion 4) after the preliminary qualifications-based scoring is complete.

C. Negotiation and Award

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that any proposal is a best-and-final offer. The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-performance, non-compliance or similar issues affecting the University's ability to obtain services at any time.

The University reserves the right to reject any and all submittals or portions thereof. The University reserves the right to withdraw this solicitation or a portion of this solicitation without making an award. The award recommendation will be made on a Best Value basis. The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive: Terms and conditions, clarifying details and responsibilities, emphasizing issues and points, resolving minor difference and typographical errors.

Representatives of the respondent(s) selected to participate in negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations. Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the negotiation process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session.

Time is of the essence and therefore the University retains the right to cease negotiations with any and all firms that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined not reasonably supportable. The University reserves the right to select, and subsequently recommend for award, the firm which best meets its required needs, quality levels, and budget constraints. If the University determines that a company awarded a contract based on this solicitation does not honor all agreements reached during the negotiations, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended contractor list.

Section V – Additional Information and General Conditions

A. Modified Response

After submission of a complete Response and until the due date and time, firms may submit a modified Response to replace all or any portion of the Response. The Evaluation Committee shall only consider the latest version of the Response.

B. Withdrawal of a Response

The submitted Response shall be irrevocable until the contract is awarded unless the Response is withdrawn in accordance with the solicitation. A Response may be withdrawn only by written request, and only prior to the Response Due Date or upon the expiration of ninety (90) days after Due Date, provided that no award has been made.

C. Late Responses, Modifications, and Withdrawals

Responses received after the due date and time are late and shall not be considered. Modifications received after the due date are also late and will not be considered unless solicited in writing by UWF. Letters of withdrawal received after the due date but prior to the expiration of ninety (90) days after the due date (provided no award has been made) are late withdrawals and shall not be considered.

D. ITN Postponement or Cancellation

The University may, at its sole and absolute discretion, reject any and all Responses, or parts of any and all Responses; re-advertise this ITN; postpone or cancel the ITN process for this solicitation; or waive any irregularities in the responses received as a result of this ITN.

E. Cost Incurred by Respondents

All expenses involved with the preparation and submission of a Response to this ITN, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by the Respondent prior to commencement of work as defined by a contract which is approved by UWF and fully executed by both UWF and the Respondent.

F. Interview(s)/Presentation(s)

The University may require any or all respondents to participate in an interview, for reasons including but not limited to providing additional information in support of the firm's Response or to exhibit or otherwise demonstrate the information contained therein. The firm(s) selected for interview will be advised in writing of the nature of the interview, as well as the date, time, and duration of the interview.

G. Accommodations

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations is requested to advise UWF by contacting the ADA Program Office at 850-474-2518 or 71 (TTY) at least two (2) business days prior to the event. For information or to submit a request, visit the Public Event Accommodation Page or email ada@uwf.edu.

H. Public Records

The University of West Florida is subject to Section 119.07, Florida Statutes, which requires the Office of Procurement and Contracts to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to Section 119.07 exists. Submitted material which is marked as confidential will be treated as such by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in the "Confidential Information" section.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

The Office of General Counsel
11000 University Parkway, Building 10
Pensacola, FL 32514
(850) 474-3420
gcfrontdesk@uwf.edu

I. Rules, Regulations, and Licensing Requirements

Respondents must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all the federal, state, and local laws, ordinances, codes, and regulations which may in any way affect the services offered.

Respondents certify, to the best of its knowledge or belief, that the Respondent and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency consistent with Federal Acquisition Regulation.

All Respondents seeking to do business with University of West Florida shall, at the time of submitting a proposal in response to this Invitation to Negotiate, be insured by the Federal Deposit Insurance Corporation (FDIC), also either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Florida Statutes. A copy of the registration/application must be furnished to UWF when submitting the proposal. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly, partnerships seeking to do business with the UWF shall, at the time of submitting such a proposal, have complied with the applicable provisions of Florida Statutes. A statement shall be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Florida Statutes, providing their corporate charter numbers.

J. Respondents Convicted of Public Entity Crimes

The University shall not accept a response to a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted respondent(s) list for a period of thirty-six (36) months from the date of being added to the convicted respondent(s) list.

K. Disputes/Protests

Any vendor or interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in accordance with the Florida Board of Governors' Regulation 18.002. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Florida Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

L. Insurance

Successful Contractor must maintain a minimum in Commercial Liability Insurance and meet all other minimum insurance requirements.

M. Lobbying

Any contract entered into pursuant to this ITN will provide that the Contractor may not use funds from grants and aids appropriations for the purpose of lobbying the Legislature or state agency.

N. Copyrighted Materials

Use by one party of the other's name, logo, or other copyrighted material will be subject to the express written permission of the holder thereof.

O. Employment of Unauthorized Aliens

The University shall consider the employment of any unauthorized aliens by any Respondent to be a violation of the Immigration and Nationality Act, Section 274A€. Such violation shall be cause for unilateral cancellation of any contract(s) entered into pursuant to this ITN.

P. United States Fair Labor Standards Act

By submitting a Response to this ITN, the Respondent certifies the goods and/or services offered shall be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, as well as the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

Q. Florida Sexual Predators Act

Any Contractor who is awarded a contract by the University, and any sub-contractors involved in the project, must comply with Chapter 775.21, Florida Statutes regarding the registration of any employee who is a convicted sexual offender or predator. For additional information, please contact the UWF Police Department at (850) 474-6184.

R. Drug-Free Workplace Requirement

Respondent shall abide by the University's policy which prohibits the manufacture, distribution, dispensation, possession, or use of a controlled substance, or the unlawful possession and unlawful use of alcohol on its campus or any other University owned or controlled property, or as a part of any of its activities. Furthermore, Florida Statutes, Chapter 893.147 prohibits the use, possession, manufacture, delivery, or advertisement of drug paraphernalia.

S. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their submittal the name of any officer, director, or agent who is, or whose spouse or child is, an employee or officer of the University of West Florida. Further, all Respondents must disclose, in writing, the name of any University employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered in violation of such provisions shall be rendered voidable. For additional information, please contact the Ethics Commission at (850) 488-7864.

T. Anti-Kickback

Respondent shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

U. E-Verify

a. E-Verify allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identify and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration and the Department of Homeland Security.

b. E-Verify is a voluntary program. However, employers with federal contracts or subcontracts that contain the Federal Acquisition Regulation E-Verify clause are required to enroll in E-Verify as a condition of federal contracting. Additionally, projects utilizing federal funds or grants require participation in E-Verify. Violation of this requirement shall be cause for unilateral cancellation of any contract(s) entered into pursuant to this ITN.

V. No Coerced Labor or Services

If Professional is not a governmental entity under Section 287.138(1), Florida Statutes, Professional agrees that, prior to any contract being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Owner with an affidavit signed by an officer or representative of Professional under penalty of perjury attesting that Professional does not use coercion for labor or services, as defined in Section 787.06.

Attachment A – Affidavit Form

I understand that the response is due no later than the due date and time as stated within the solicitation, and that it is my responsibility for the Response and all required documents to be received by University of West Florida (UWF) Procurement & Contracts electronically through BidNet Direct prior to this date and time. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the ITN, including but not limited to certification requirements. In submitting a proposal to UWF, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to UWF all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by UWF. At UWF's discretion, such assignment shall be made and become effective at the time UWF tenders' final payment to the Respondent. Furthermore, by responding to this solicitation, Respondent agrees that the specifications, qualifications, evaluation criteria, terms and conditions are not restrictive and attests that he/she has no objection to any of the specifications, qualifications, evaluation criteria, terms or conditions.

Respondent hereby certifies compliance with the following: Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for the University of West Florida. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the University of West Florida on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

Company Name	
Federal Employer ID#	
Address	
Phone	
Point of Contact Name	
Point of Contact Email	
Printed Authorized Name	
Authorized Signature	Date

Attachment B – Pricing Proposal

Respondents must provide their proposed fee percentages and hourly rates below. These rates will serve as the maximum allowable markups for any Task Order negotiated under this Master Agreement.

** The requested fee percentage for each of the listed budget cost categories should be based on an anticipated project of average complexity (such as classroom or office space). Should a project be of more than average complexity (laboratories, specialized facilities); or of less than average complexity (warehouse, open interior spaces) it is anticipated the fee percentage should be adjusted slightly for complexity in these same budget tiers.

Category	Construction Cost Range	Proposed Base Design Fee (%)	Consultant Fee Allocation (%)	Typical Fee Adjustment / Weight (%)	Primary Adjustment Driver (Complexity vs. Cost)
Category A	Under \$500,000	%	%	%	%
Category B	\$500,000 to \$2,000,000	%	%	%	%
Category C	\$2,000,000 +	%	%	%	%
Narrative Section					
Explain the reasons for any fee adjustments. Specifically, detail whether the adjustments are driven by project complexity or if they are purely a cost-driven fee.					
These fee percentages are to generally cover "basic services". Those services considered "additional services" (as defined in the Florida DMS Fee curve) are not included within the base fee.					

IMPORTANT SUBMISSION INSTRUCTIONS

THIS SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE. This information will only be added to the evaluation criteria after the team has scored the technical qualifications.

Company Name	
Address	
Phone	
Point of Contact Name	
Point of Contact Email	
Printed Authorized Name	
Authorized Signature	Date

SERVICES to be provided:	FIRM Name	Firm's Professional License#	# of Projects with Arch.Design Applicant								
				Principal	Registered	Intern	CAD Tech.	BIM Tech.	Clerical	1. Other	2. Other
Architecture			N/A	\$	\$	\$	\$	\$	\$	\$	\$
Mechanical Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Electrical Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Plumbing Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Fire Protection Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Environmental Consultation				\$	\$	\$	\$	\$	\$	\$	\$
Civil Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Structural Engineering				\$	\$	\$	\$	\$	\$	\$	\$
Telecommunications/BICSI				\$	\$	\$	\$	\$	\$	\$	\$
Landscape Architecture				\$	\$	\$	\$	\$	\$	\$	\$
Cost Estimating				\$	\$	\$	\$	\$	\$	\$	\$
Audio Visual Design & Integration				\$	\$	\$	\$	\$	\$	\$	\$
Security & Access control Design & Integration				\$	\$	\$	\$	\$	\$	\$	\$
Laboratory Planning & Design				\$	\$	\$	\$	\$	\$	\$	\$
Programming				\$	\$	\$	\$	\$	\$	\$	\$
Lighting Design				\$	\$	\$	\$	\$	\$	\$	\$
Accoustical Design & Consutation				\$	\$	\$	\$	\$	\$	\$	\$

Description

1. Other

2. Other

Invitation to Negotiate 25ITN-13MDV
Architectural/Engineering Services

Attachment C – Reference Form

Respondent Name: _____

Provide company name, address, contact person, telephone number, and appropriate information on the service(s) used for five (5) or more contracted services with requirements similar to those included in this solicitation document.

Company Name			
Point of Contact Name		Company Address	
Email Address		Phone Number	
Dates of Project		Project Type and Cost	
Project description			

Company Name			
Point of Contact Name		Company Address	
Email Address		Phone Number	
Dates of Project		Project Type and Cost	
Project description			

Company Name			
Point of Contact Name		Company Address	
Email Address		Phone Number	
Dates of Project		Project Type and Cost	
Project description			

Company Name			
Point of Contact Name		Company Address	
Email Address		Phone Number	
Dates of Project		Project Type and Cost	
Project description			

Company Name			
Point of Contact Name		Company Address	
Email Address		Phone Number	
Dates of Project		Project Type and Cost	
Project description			

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(ARCHITECT AND ENGINEERING SERVICES)
(MINOR CONSTRUCTION)**

This Agreement is made as of _____ (the "Effective Date") between The University of West Florida Board of Trustees, a public body corporate, 11000 University Pkwy., Pensacola, Florida 32514 (the "Owner"), and _____, whose principal business address is _____, Federal I.D. No _____ ("Professional"). The Owner and Professional may be collectively referred to herein as the "Parties" and may be individually referred to as the "Party." This Agreement shall consist of (1) this Agreement and any addenda attached hereto, (2) formal solicitation number _____, including all attachments and addenda thereto (the "Solicitation"), and (3) Professional's response to the Solicitation (the "Response"), all of which are hereby incorporated herein by reference. If there is any conflict in the terms and conditions between the above-mentioned documents, this Agreement's terms and conditions shall control.

WHEREAS, the Owner solicited statements of qualifications or bids from interested persons and firms for services of a design professional; and

WHEREAS, based on Professional's Response to the Solicitation, Professional's interview, and any other relevant information that was considered, Owner has selected Professional to provide services as described in **Exhibit A** and with the limitations described herein; and

WHEREAS, this Agreement is for future Projects (as defined herein) that may include projects on the Owner's campus or on off-campus property owned or controlled by Owner; and

WHEREAS, the estimated construction cost of any individual Project under this Agreement (1) does not exceed the cap for a continuing contract as provided by Florida Board of Governors (BOG) Regulation 14.001 at the time of execution of this Agreement, or (2) does not exceed the cap for professional service fees for a study activity as provide by BOG Regulation 14.001; and

WHEREAS, this Agreement is entered into by the parties in accordance with Board of Governors regulations 14.001, 14.007, 14.008, and 18.001 and all other applicable law and regulations; and

WHEREAS, Owner and Professional desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Professional agree as follows:

ARTICLE 1 – RECITALS

1.1. The above stated recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – TERM

2.1 This Agreement shall commence on the Effective Date and continue for an initial contract period of one (1) year with the Owner having the option to renew in writing on the anniversary date of the Effective Date for four (4) additional one (1) year periods. This Agreement may be renewed at the sole and absolute discretion of the Owner by written notice from the Owner to Professional no less than thirty (30) days before the expiration of the then-current term.

- 2.2 Professional understands and acknowledges that time is of the essence in completion of the Project and the Owner will incur damages if the Project is not completed on time. Professional shall at all times carry out its duties and responsibilities as expeditiously as possible. Professional represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design and administration of construction of building projects of the type and scope contemplated by the Owner's program for the Project. Where additional time is allowed to complete the Project, the new time limit also shall be of the essence.

ARTICLE 3 – PROFESSIONAL'S RESPONSIBILITIES

- 3.1 Professional's responsibility under this Agreement is to provide services for the Owner on an **as-needed basis** as more specifically set forth in the Solicitation, the Response, and the Scope of Services ("Services") described in Section 1.E., SCOPE, of the Solicitation (**Exhibit A**).
- 3.2 Professional acknowledges and agrees that, consistent with the Solicitation, no work is guaranteed under this Agreement. Individual projects will be awarded on an as-needed basis by the Owner via a notice to proceed, a purchase order, or similar documentation, and the scope and value of each project will vary. Hereinafter, future individual projects will be referred to as a "Project".
- 3.3 Each Project for which Professional may provide Services are individual projects that may only include projects (a) for which the estimated construction cost of each Project under a particular contract does not exceed the cap for a continuing contract as provided by Florida Board of Governors Regulation 14.001 at the time of execution of this Agreement, or (b) for study activity if the fee for professional services for each study activity under the contract does not exceed Five Hundred Thousand Dollars (\$500,000), or such greater limits as may be permitted by BOG Regulation 14.001.
- 3.4 Professional acknowledges and agrees that this is a non-exclusive Continuing Services Agreement for Professional Services and Owner may enter into other agreements for the performance of similar services as deemed in the best interests of Owner.
- 3.5 Services performed by Professional shall be under the general direction of the assigned UWF Project Manager, who shall act as the Owner's representative during the performance of this Agreement. The Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating Owner policies and decisions regarding all matters pertinent to performance of the Project. The Project Manager may approve minor deviations in the work on a Project that do not affect the total compensation or completion date or otherwise significantly modify the terms of the Agreement. The Project Manager and, as appropriate, other Owner employees, shall meet with Professional as necessary in the Owner's judgment to provide decisions regarding performance of the work on the Project as well as to review and comment on reports.
- 3.6 Professional shall perform its services in conjunction and coordination with the UWF Project Manager and the services to be performed by a general contractor to be engaged by the Owner. Professional shall endeavor to develop, implement, and maintain a spirit of cooperation, collegiality, and open communication with the Owner and any general contractor so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all parties.
- 3.7 Professional shall: (i) visit and inspect the Project site and any structure(s) or other man-made features to be modified; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Owner's layout and design requirements, conceptual design objectives and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project design schedule; (v) review and analyze all Project geotechnical, archaeological, Hazardous Substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, Professional shall also review all pertinent as-built and record

drawings, plans, and specifications and perform a thorough visual inspection of the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

- 3.8 If a “Construction Manager” or Contractor is engaged by Owner, then Professional shall perform its services in conjunction with and coordination with the services to be performed by the Construction Manager or Contractor.
- 3.9 Professional shall, at no additional cost to the Owner, immediately make additions, changes, and corrections to any documents prepared by Professional for the Project that are necessitated by errors or omissions by Professional.
- 3.10 Professional shall furnish services in accordance with the professional standards currently practiced by firms on projects similar in size, complexity, and cost to the Project on which Professional is providing services for the Owner.
- 3.11 Professional represents and warrants that it is duly licensed to perform the services in accordance with the laws of the State of Florida and county or municipality in which the Project is to be performed. For out-of-state professionals, Professional warrants that it is authorized to do business within the state of Florida and registered with the Florida Secretary of State, Division of Corporations.
- 3.12 “Hazardous Substances” means all hazardous or toxic substances, materials, wastes, pollutants and contaminants which are listed, defined, or regulated under applicable laws, rules, regulations, codes, ordinances, orders and directives pertaining or related to health, safety or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act as amended, (42 U.S.C. § 9601 et seq), the Resource Conservation and Recovery Act as amended, (42 U.S.C. § 6901 et seq), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1451 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, “Hazardous Substances” shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, hydrocarbons, petroleum derived constituents, biomedical waste, or hazardous or toxic residue.

ARTICLE 4 – SCOPE OF PROFESSIONAL'S BASIC SERVICES

4.1 General

- 4.1.1 The “Basic Services” consist of those described in this Article 4 and as described in **Exhibit C**, the Schedule of Services and Consultants. Professional shall be responsible for all services performed by Professional’s consultants and shall assure that the work of its consultants complies with all of the requirements of this Agreement. Owner is an intended third-party beneficiary of Professional’s contracts with such consultants and the contracts between Professional and such consultants shall so provide. Furthermore, Professional’s contracts with its consultants shall require that in the event of default under, or termination of, this Agreement, and upon request of Owner, Professional’s consultants will perform services for the Owner.
- 4.1.2 Professional shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project and applicable guidelines described in **Exhibit D**. In addition, Professional’s design shall comply with all applicable building codes, accessibility laws and regulations, and other standards in effect at the time of the design work. To the extent Owner’s standards are higher than applicable legal requirements, such standards shall be met unless Professional obtains a variance from Owner in writing.
- 4.1.3 The design and construction drawings shall be developed using the latest version of Autodesk Building Suite/Revit software approved by Owner. Under separate contract, the Contractor is to provide “as-built” drawings and specifications (red-line markups) to Professional. Professional, using the latest version of Autodesk Building Suite/Revit software, shall work with Contractor for review, documentation, and submittal to the Owner of electronic “as-built” drawings and specifications within forty-five (45) days of

receipt of the Certificate of Occupancy or Certificate of Completion, as applicable, in accordance with the requirements set forth on **Exhibit E**. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests for Information, shop drawings, other directives and submittals and information provided by Professional.

- 4.1.4 During the design phases, Professional agrees to provide on-site program verification and development and review workshops necessary or desirable to develop a design, acceptable to Owner and its user groups, which is within Owner's budget. Such workshop(s) will be conducted with Professional and representatives of Owner's user groups and shall utilize the Charrette format. Without limitation of the foregoing, at the Concept Schematic Design, Advanced Schematic Design, and Design Development phases, Professional shall support and attend presentations and shall include drawings, models, renderings and other tools as necessary to illustrate and convey information on particulars of the design intent. Professional will use a building information modeling (B.I.M.) 3-dimensional software application for the Conceptual Schematic Design, Advanced Schematic Design, and Design Development phases. Professional will use B.I.M. software for presentation meetings with the Owner's user committee and Facilities staff at these submittal phases. This shall include site plans with building footprint, landscape and tree removal plans, building elevations, and architectural details as needed. At such presentations Professional shall also address all issues and concerns previously identified but not yet addressed by Professional to the user committee's satisfaction.
- 4.1.5 Escambia County is the authority having jurisdiction for plan code governance, Americans with Disabilities Act Compliance, and construction permitting for construction on the main campus of the Owner. Construction performed for Owner elsewhere may be within the jurisdiction of the City of Pensacola or a different county or local governmental entity.
- 4.1.6 Professional shall submit on behalf of the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 4.1.7 Professional shall receive Owner written comments to Advanced Schematic Design (ASD), Design Development (DD), and Construction Documents (CD) design submittals. Professional will acknowledge each item within a written document to the Owner by identifying a) will comply, b) cannot comply due to code/accessibility/design standards conflict, or c) not in scope of work/project budget. Professional will await Owner written approval prior to proceeding to the next design phase.

4.2 Pre-Design Phase (PD)

- 4.2.1 Professional shall meet with the Owner to ascertain the requirements of the Project. The approved building program shall serve as the basic planning document for the development of plans and specifications.
- 4.2.2 Professional shall provide a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 10.2.1.
- 4.2.3 After reviewing the Project requirements, Professional shall advise the Owner of the tests and surveys described in Article 9 that should be conducted prior to development of plans and specifications.
- 4.2.4 Professional shall review with the Owner, in cooperation with the Contractor as appropriate, alternative approaches to design and construction of the Project.
- 4.2.5 When Professional makes submittals to the Owner and Contractor at the various phases of design as described in Paragraphs 4.3 through 4.6 below, Professional shall comply with the requirements for such submittals set forth on **Exhibit E**.

4.3 Concept Schematic Design (CSD)

- 4.3.1 Based on the approved program, schedule, and construction budget requirements, Professional shall prepare several alternative design solutions. Professional shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts. After receiving the Owner's comments, Professional shall prepare, for approval by the Owner, Conceptual Schematic Design Studies

that shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts, orientation, and relationships to existing and future programmed projects. Professional shall, if requested by the Owner, study, consider, and/or implement cost savings design alternatives as provided in Subparagraph 10.2.2 proposed by the Contractor.

4.4 Advanced Schematic Design (ASD)

- 4.4.1 Based upon the approved Conceptual Schematic Design studies, Professional shall prepare, for approval by the Owner, Advanced Schematic Design Documents consisting of drawings, renderings, and other documents illustrating the scale and relationship of Project components, energy conservation approach, and building systems parameters. Professional shall, if requested by Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 10.2.2. as proposed by the Contractor.
- 4.4.2 If a life-cycle cost computer analysis is requested by Owner under **Exhibit C** by Additional Services Authorization, the necessary documentation will be submitted with the Advanced Schematic Design Documents and such submittals shall comply with **Exhibit E**. Professional shall prepare data, input the data and run a life-cycle cost computer program analysis approved by the Owner. Before preparing the data, Professional shall discuss the energy-saving schemes proposed for the Project with the Owner's project manager. When an agreement has been reached, Professional shall document the approved energy-saving schemes and obtain the written concurrence of the Owner's project manager. Professional shall input the data and run the computer program using the following economic factors:
- a). Discount rate = 7%;
 - b). Operating & Maintenance cost escalation = 0%;
 - c). Energy Replacement costs escalation = 1%;
 - d). Project Life = 25 years.
- 4.4.3 Professional will revise the documents as needed to bring the Project's estimated construction cost within the Owner's target construction budget at no additional cost to the Owner unless the Owner has advised Professional to proceed with a scope that Professional has advised is over budget, or the Contractor did not promptly or accurately advise of construction cost.

4.5 Design Development Phase (DD)

- 4.5.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule, or construction budget, Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, renderings, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection, and electrical systems, materials and such other elements as may be appropriate. Professional shall, if requested by the Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 10.2.2. as proposed by the Contractor.
- 4.5.2 Professional will revise the documents as needed to bring the Project's estimated construction cost within the Owner's target construction budget at no additional cost to the Owner unless the Owner has advised Professional to proceed with a scope that Professional has advised is over budget, or the Contractor did not promptly or accurately advise of the construction cost consistent with the project schedule.

4.6 Construction Documents Phase (CD)

- 4.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, Professional shall prepare and submit to Owner a set of "Construction Documents" consisting of drawings, specifications, change orders, revisions, addenda, and other information setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner in accordance with **Exhibit E**.

- 4.6.2 Professional shall provide administration of the Contractor's agreement, which shall include but not be limited to: (i) Owner's current general terms and conditions for construction; and (ii) the Construction Documents (hereinafter collectively referred to herein as the "Contract Documents"). The incorporated documents are intended to be complimentary and interpreted in harmony. To the extent there is a conflict between any of these documents and the Agreement terms, the documents shall govern in the following order of precedence: first, the Agreement terms; second, the Technical Project Design Specifications incorporated in the above documents; and third, the Design Drawings incorporated in the above documents.
- 4.6.3 For a threshold building, as defined in Chapter 553, Florida Statutes, a structural inspection plan shall be included in the Specifications.
- 4.6.4 Professional will revise the documents as needed to bring the Project's estimated construction cost within the Owner's target construction budget at no additional cost to the Owner unless the Owner has advised Professional to proceed with a scope that Professional has advised is over budget or the Contractor did not promptly or accurately advise of the construction cost consistent with the project schedule.

4.7 Contractor Bidding/Negotiations Phase

- 4.7.1 Professional will work with the Contractor to identify and prepare required bid packages.
- 4.7.2 Professional shall respond to Owner's requests for clarifications as soon as possible but no later than seven business days prior to the solicitation due date to allow the Owner to issue addenda as necessary to potential bidders.
- 4.7.3 Professional shall submit to the Owner a Corrected/Conformance Document Set incorporating all design review comments, revisions, and addenda issued as a result of the construction solicitation process.
- 4.7.4 In addition to the Contractor and upon Owner's request, Professional shall assist in reviewing submittals to determine whether such submittals are responsive to Owner's solicitation.
- 4.7.5 In the event Contractor does not receive bids from their pre-qualified subcontractors and vendors within the Owner's construction budget for the Project, and the Project must be re-designed, Professional shall revise the Construction Documents as needed to bring the Project's Construction Cost (as defined hereinafter) within the Owner's budget at no additional expense to the Owner unless the Owner has advised Professional to proceed with a scope that Professional has advised is over budget.

4.8 Construction Phase Administration of the Construction Contract

- 4.8.1 Professional's responsibility to provide Basic Services for the construction phase under this Agreement commences with the Owner's execution of a construction agreement with the Contractor. Subject to Paragraph 17.1 such responsibility shall continue until final completion of the Project (which, in general, shall be the date when construction of the Project is completed and final payment is due to the Contractor).
- 4.8.2 Professional shall carry out its Construction Administration services as set forth below and in the standards set forth on **Exhibit D**. To the extent the terms of this Agreement, the standards set forth on **Exhibit D**, and are inconsistent, the terms of this Agreement shall govern.
- 4.8.3 Duties, responsibilities, and limitations of authority of Professional shall not be restricted, modified, or extended without written agreement of the Owner and Professional.
- 4.8.4 Professional shall be a representative of, and shall advise and consult with, the Owner during construction until final payment to the Contractor is made. Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.
- 4.8.5 Professional shall attend regularly scheduled construction meetings at the Project site and shall provide such representation as may be required to fulfill the intent and interpretation of the plans and specifications for the Project. In any event, Professional shall visit the site the minimum number of times required on **Exhibit A**, or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Professional, in writing, to become familiar with the progress and quality of the Contractor's Work completed and to determine if the Work is being performed in a manner

indicating that the Work when completed will be in accordance with the Contract Documents, as defined in Subparagraph 4.6.2. (The term "Work" has the same definition as that term is defined in the Contractor's contract.) However, Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect or as an engineer, Professional shall keep the Owner informed of the progress and quality of the Work and shall guard the Owner against defects and deficiencies in the Work.

- 4.8.6 Professional shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contractor's Agreement with the Owner. Professional shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. Professional shall not have control over or charge of acts or omissions of the Contractor, its subcontractors, or any of their agents or employees, or of any other persons performing portions of the Work.
- 4.8.7 Professional shall at all times have access to the Work wherever it is in preparation or progress.
- 4.8.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate through Professional. Communications by and with Professional's consultants shall be through Professional.
- 4.8.9 Based on Professional's observations and evaluations of the Contractor's applications for payment, Professional shall review and certify the amounts due the Contractor. Professional's certification for payment shall constitute a representation to the Owner, based on Professional's observations at the Project site and on the data comprising the Contractor's application for payment, that the Work has progressed to the point indicated and that, to the best of Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- 4.8.10 Professional shall reject Work that does not conform to the Contract Documents. Whenever Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, Professional will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Professional to the Contractor, its subcontractors, material and equipment suppliers, any of their agents or employees or other persons performing portions of the Work.
- 4.8.11 Professional shall promptly review, approve, reject, or take other appropriate action upon Contractor's inquiries and submittals, such as shop drawings, product data and samples. Professional shall not approve any such submittals unless such submittals conform with (i) the Project program and design concept; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the University of West Florida Design and Construction Standards; and (v) governing codes and authorities having jurisdiction. In the event the University of West Florida Design and Construction Standards exceed applicable legal requirements, those University of West Florida standards shall govern. Professional's review shall be completed so that all Work can be performed without delay and all products or materials may be ordered or fabricated with sufficient time to meet the Project schedule.
- 4.8.12 Professional shall prepare Modifications and Change Orders, with supporting documentation and data, if Professional determines the same is necessary for the Owner's approval and execution in accordance with the Contract Documents.
- 4.8.12.1 The Owner reserves the right to make changes in the work, including alterations, reductions therein, or additions thereto. Upon receipt by Professional of the Owner's notification of a contemplated change, Professional shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion

date, and (c) advise the Owner in writing if the contemplated change shall affect Professional's ability to meet the completion dates or schedules of this Agreement.

- 4.8.12.2 If the Owner so instructs in writing, Professional shall suspend work on that portion of the work affected by a contemplated change, pending the Owner's decision to proceed with the change.
- 4.8.12.3 If the Owner elects to make the change, the Owner shall issue a written amendment or Change Order and Professional shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties, as applicable.
- 4.8.13 Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion and shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance by the Contractor with the requirements of the Contract Documents.
- 4.8.14 Professional shall interpret and make recommendations concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. Professional's response to such request shall be made within 15 (fifteen) calendar days of receipt of such a request.
- 4.8.15 Interpretations and decisions of Professional shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, Professional shall endeavor to secure faithful performance by both Owner and Contractor and shall not show partiality to either.
- 4.8.16 Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents, and if concurred with by the Owner.
- 4.8.17 Professional shall work with Owner to pursue Owner's goal, if any, of a Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth on **Exhibit A**.
- 4.8.18 Professional shall perform all of its required services relating to the Substantial Completion deliverables in accordance with applicable documents and standards set forth in Section 4.1.2 or listed in **Exhibit D**.

4.9 Post Occupancy Phase

- 4.9.1 Professional shall perform all of its required services relating to final completion of construction deliverables in accordance with the University of West Florida Design Services Guide.
- 4.9.2 Professional shall respond to Owner's requests to review design and construction issues during the construction warranty period; coordinate and participate in the end of the warranty period inspection in accordance with applicable documents and standards set forth in Section 4.1.2 or listed in **Exhibit D** and produce a summary report documenting deficiencies, problems, or other outstanding items.
- 4.9.3 Professional will coordinate warranty issues as required for one (1) year following the Date of Substantial Completion.

ARTICLE 5 – ADDITIONAL SERVICES

5.1 General

- 5.1.1 If the services described in this Article 5 are not specifically included in Basic Services or reasonably inferable therefrom, they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services shall be performed only if authorized in writing by the Owner prior to their performance unless they are listed in **Exhibit C**.
- 5.1.2 For Additional Services described in this Article 5, a lump sum or not-to-exceed amount that is satisfactory to both parties shall be negotiated on each occasion of activating a specific additional services authorization. Professional's staff costs associated therewith shall be based on the hourly rates set forth on **Exhibit F**.
- 5.1.3 For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of Professional other than administering the work thereof (i.e., securing the

services, approving the work, and invoicing on behalf of the consultant), Professional may request a mark-up not to exceed percentage specified in **Exhibit A** on the consultant's fee to cover Professional's administrative costs. This mark-up will be based on the complexity and time spent.

5.2 Services Considered Additional Services

- 5.2.1.1 The *Department of Management Services Design Professional Fee Guidelines* (current version) will serve as the basis for identifying and negotiating additional services.
- 5.2.1.2 Construction phase representation at the Project site more extensive than that described in Subparagraph 4.8.5.
- 5.2.2 Making revisions in Drawings, Specifications or other documents but if, and only if, such revisions are:
 - 5.2.2.1 Inconsistent with approvals or instructions previously given by the Owner; or
 - 5.2.2.2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably foreseeable at the time of the preparation of such documents.
- 5.2.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity and the Owner's schedule and budget.
- 5.2.4 Preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders which require design or redesign, and which are not required to correct the Construction Documents or which are not due to oversights of Professional.
- 5.2.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 5.2.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contractor's Agreement with the Owner.
- 5.2.7 Providing services in connection with a public hearing or legal proceeding except where Professional is a party thereto.
- 5.2.8 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early solicitation packages in support of fast-track construction delivery process.
- 5.2.9 Programming the requirements of the Project.
- 5.2.10 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 5.2.11 Providing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 5.2.12 Providing services relative to future facilities, systems, and equipment, when not specifically included in the original program for the Project.
- 5.2.13 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 5.2.14 Providing coordination of construction performed by separate Contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 5.2.15 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.
- 5.2.16 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 5.2.17 Preparing Mylar reproducible record drawings.
- 5.2.18 Providing services after issuance by the Owner of the final payment to Professional, except those services described in Subparagraph 4.9, that may be provided after final payment to Professional.
- 5.2.19 Providing services of consultants for other than architectural, structural, mechanical, plumbing, fire protection, and electrical engineering portions of the Project and those services described on **Exhibit C**.

- 5.2.20 Preparing data, inputting the data and running a life-cycle cost computer program analysis approved by the Owner.
- 5.2.21 Providing site surveys, legal descriptions, geotechnical or other special tests and services.
- 5.2.22 Providing special inspection on threshold buildings as defined in Chapter 553, Florida Statutes.
- 5.2.23 Providing prolonged contract administration and construction observation should the construction time specified for final completion be exceeded by more than 60 days due to no fault of Professional.
- 5.2.24 Providing any other services not otherwise included in this Agreement.
- 5.2.25 Notwithstanding anything to the contrary herein, Professional shall not be entitled to additional design fees if the same are necessitated by the fault of Professional.
- 5.2.26 Providing any other services shown on **Exhibit C** marked with a “No/X” that may be considered at a later date.

ARTICLE 6 – DELIVERABLES

- 6.1 Professional shall deliver all products and deliverables as stated in the Project notice to proceed, purchase order, or similar documentation. Professional is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Professional shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Project. The Owner’s Project Manager shall inspect the deliverables when completed in order to determine final acceptance.
- 6.2 If not otherwise addressed in the Project documentation, Professional shall submit written progress reports and/or design drawings at each phase of the design process to the Owner’s Project Manager for review and approval and in the form requested by the Project Manager at no additional cost to the Owner. The progress report shall, at a minimum, include design documents and probable estimated costs. Failure to provide a progress report will be cause to withhold payment.
- 6.3 The drawings, specifications, and other documents prepared by Professional for this Project are instruments of Professional’s service for use solely with respect to this Project, except as may be expressly permitted herein. Professional shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including electronic formats and reproducible copies, of Professional’s drawings, specifications, and other documents, and may use the same without compensation to Professional as may be necessary or desirable in the operation, maintenance, construction, and renovation of the Project and the remainder of Owner’s campus, including without limitation additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use Professional’s drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by Professional and as otherwise permitted by Florida law.
- 6.4 If Professional in the course of the services on a Project finds any defect in the plans and specifications, including but not limited to any discrepancy between the drawings and the physical conditions of the worksite, or any errors or omissions in the drawings or in the layout, it shall immediately inform the Owner in writing, which shall be promptly verified by the Owner. Any work done after such discovery, until authorized, will be done at Professional’s risk as to cost overruns and modifications necessary to correct deficiencies in the Project. To ensure the proper execution of its subsequent services, Professional shall measure work already in place or completed and shall immediately report any discrepancy between the executed work and the drawings or other specifications.
- 6.5 Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Professional’s promotional and professional materials only after acquiring the express written permission of the Owner. Professional’s materials shall not include the Owner’s confidential or proprietary information.

ARTICLE 7 – PERSONNEL

- 7.1 Professional represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- 7.2 All of the services required herein shall be performed by Professional or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 7.3 The Professional shall use the Project Team (including any consultants) as designated in **Exhibit C**. The Professional shall not remove or replace any members of the Project Team, except upon approval by the Owner in writing based upon good cause shown. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Professional shall promptly replace such team member with an individual approved by Owner, in writing, which approval will not be unreasonably withheld.”.
- 7.4 Professional warrants that skilled and competent personnel held to the highest professional standards in the field shall perform all services.
- 7.5 **Background Checks:** *(This requirement applies only to the employees of Professional who will be going onto Owner's property during the course of the work to be performed for a Project.)* A background check meeting the standards described in Section 435.04, Fla. Stat., is required to be performed by Professional, at its expense, for each employee engaged in performing the work described in this Agreement. Professional represents that each employee it assigns to perform the work described in this Agreement will have submitted to a Level 2 background check within the twelve (12) months immediately preceding to the employee's assignment on University property. Professional shall not allow an employee to engage in Services under this Agreement if the Level 2 background check shows that the employee has been convicted of any offense delineated in Section 435.04, Fla. Stat. Professional shall also include in any related subcontracts a requirement that a Level 2 background check be performed by the subcontractor of each employee engaged in performing the work described in this Agreement. Any and all subcontractors must represent that each employee it assigns to perform the work described in this Agreement has successfully completed a Level 2 background check. The University reserves the right to request verification to the satisfaction of the University of the Level 2 background check of any employee of Professional or any employee of Professional's subcontractor at any time.

ARTICLE 8 – AUTHORITY TO PRACTICE

- 8.1 Professional hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

- 9.1 The Owner shall provide full information regarding requirements for the Project.
- 9.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs. The Owner will keep Professional apprised of Legislative appropriations affecting the Project.
- 9.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Professional in order to avoid unreasonable delay in the orderly and sequential progress of Professional's services.
- 9.4 The Owner shall review and approve or take other appropriate action on all work submittals of Professional within the timeframes set forth in **Exhibit B**.
- 9.5 If required, the Owner shall furnish, or direct Professional to obtain at the Owner's expense, surveys describing physical characteristics, legal limitations, and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades

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

- 9.6 If required, the Owner shall furnish, or direct Professional to obtain at the Owner's expense, the services of geotechnical engineers as necessary for the Project. Such services may include but are not limited to test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Professional recommendations.
- 9.7 The Owner shall pay for structural, mechanical, chemical, air and water pollution tests; tests for Hazardous Substances; and, other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 9.8 The Owner shall furnish all legal, accounting, and insurance counseling services as may be required by the Owner for the Project, including auditing services the Owner may require to verify the Contractor's applications for payment or to ascertain how, or for what purposes, the Contractor has used the money paid by or on behalf of the Owner.
- 9.9 Review of Professional's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve Professional of any of its responsibilities. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
- 9.10 The Owner shall furnish at Owner's cost the services of an independent commissioning agent as necessary for the Project. Professional will coordinate the agent.
- 9.11 The Owner shall furnish at Owner's cost the services of a threshold inspection report as required.

ARTICLE 10 – CONSTRUCTION COST

10.1 Definition

- 10.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by Professional.
- 10.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and Contractor and equipment designed, specified, selected or specially provided for, by Professional, including connections to utilities, plus a reasonable allowance for the Contractor's overhead and profit.
- 10.1.3 The Construction Cost does not include the compensation of Professional and Project Team, Owner's consultants, the costs of the land, rights-of-way, fixtures, furnishings and equipment and contingencies or other costs which are the responsibility of the Owner as provided in Article 9. For this Project, Construction Costs shall not exceed the amount set forth on **Exhibit A**.

10.2 Responsibility for Construction Cost

- 10.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, shall not be required of Professional. It is recognized that neither Professional nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market conditions, or negotiating conditions. Accordingly, Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Professional.
- 10.2.2 Subject to Subparagraph 10.2.1, Construction Cost estimating shall not be the responsibility of Professional. Professional and Contractor shall work together during the design process so that the Contractor can produce a meaningful estimate of Construction Cost. Drawings and specifications

produced by Professional shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based by the Contractor. Professional shall study and consider cost saving proposals made by the Contractor providing services to the Project. Professional shall, at the Owner's written request, incorporate such proposals into the drawings and specifications provided they are consistent with the design intent of the Project and within generally accepted standards of professional practice. Such study, consideration, and incorporation shall be a Basic Service.

ARTICLE 11 – PAYMENTS TO PROFESSIONAL

- 11.1 The total amount to be paid by the Owner under this Agreement for the Project, including materials and "out of pocket" expenses, shall be as negotiated between the Owner and Professional. Hourly rates and other fees charged by Professional shall be in accordance with the pricing submitted by Professional in its Response. The pricing information is attached hereto as **Exhibit A**.
- 11.2 Where incremental billings for partially completed services are permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date. The Owner reserves the right to make payment via P-Card, direct pay, and/or check.
- 11.3 All payments are to be made in accordance with UWF Regulation 6.003, Prompt Payment. A Vendor Ombudsman has been established by the Owner and the duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Owner's Vendor Ombudsman may be contacted at (850) 474-2628.
- 11.4 All requests for payment will be submitted in sufficient detail for a proper pre-audit and post-audit thereof.
- 11.5 In order for both parties herein to close their books and records, Professional will clearly state "final invoice" on Professional's final and last billing to the Owner. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Owner for the Project. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice are waived by Professional. Professional's acceptance of final payment shall constitute a release in full of all of Professional's claims against the Owner arising from the performance of this Agreement for the Project, except for any pending claims for additional compensation that have been documented and filed as required by this Agreement.
- 11.6 If federal grants or funds are being utilized in the Project that is the subject of the Agreement, then the UWF Federal Funding Addendum shall apply, which can be found at <https://uwf.edu/federalfundingterms> and is hereby incorporated herein by this reference.
- 11.7 If FEMA grants or funds are being utilized to pay for all or part of the Project, then the UWF Requirements for FEMA Funded Projects Addendum shall apply, which can be found at <https://uwf.edu/FEMArequirements> and is hereby incorporated herein by this reference.
- 11.8 Travel, lodging, and meal expenses of Professional are not reimbursable unless specifically pre-authorized by the Owner in writing, and may be reimbursed only in accordance with section 112.061, Florida Statutes.
- 11.9 The performance of the Owner of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the Agreement for the current and future periods. The Owner shall provide notice to Professional of the non-availability of such funds and the intent to terminate Professional when Owner has such knowledge. Upon receipt of such notice by Professional, Professional shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of the Owner.
- 11.10 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Professional and Professional's employees and consultants in the interest of the Project, as identified in the following subparagraphs:
- 11.10.1 Expenses of transportation and temporary lodging of principals and employees when traveling in connection with services other than those defined in Articles 3 and 4 when authorized in writing by the Owner, at the rates set forth in Section 112.061, Florida Statutes.

- 11.10.2 Expenses associated with reproduction of drawings and specifications, excluding copies for Professional's office use and sets required at each phase for the Owner's review and approval as set forth on **Exhibit E**.
- 11.10.3 Fees paid for securing approval of authorities having jurisdiction over the Project, if any.
- 11.10.4 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.
- 11.10.5 Expense of renderings, models and mock-ups requested by the Owner, in writing, which are more extensive than those required to be provided as part of Basic Services.
- 11.10.6 If required by the Owner to place an announcement for construction services, Professional shall be reimbursed for that expense.
- 11.10.7 Except as expressly provided otherwise to the contrary in this Agreement, Reimbursable Expenses will be reimbursed only when authorized in advance and in writing.
- 11.11 The Owner agrees to pay Professional as compensation for Professional's services:
- 11.11.1 For the Basic Services described in Article 4, and on **Exhibit C**, the lump sum amount set forth on **Exhibit G**. Professional will use the **Exhibit G** format for submitting payment requests to the Owner using the Standard University of West Florida Facilities "Consultant's Pay Request" form.
- 11.11.2 For Additional Services defined in Article 5 to be paid as a lump sum, the lump sum or sums prescribed in the Additional Services Authorization.
- 11.11.3 For Additional Services defined in Article 5 to be a not-to-exceed amount, the actual costs for such services, which shall be equal or less than the not-to-exceed amount prescribed in the Additional Services Authorization.

ARTICLE 12 – BASIS OF COMPENSATION

- 12.1 Payments on account of Professional's services shall be as follows:
- 12.1.1 For Professional's Basic Services, Additional Services and Reimbursable Expenses payments shall be made upon approval of each phase of services performed as described on **Exhibit G**. Upon completion of each phase, Professional shall submit an application for payment with applicable back-up documentation. Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete application for payment.
- 12.2 Accounting records of the Professional and any consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no additional cost to the Owner. Owner may, upon reasonable notice, audit the records of Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Professional under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Agreement, including without limitation, books, subscriptions, recordings, agreements, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, and payroll records. Owner's authorized representative shall have reasonable access to Professional's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to this Agreement, shall be provided adequate and appropriate work space at Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Signature of this Agreement by Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged Professional's most favored customer for the same or substantially similar service.
- 13.2 The said rates and costs shall be adjusted to exclude any significant sums should the Owner determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due

to inaccurate representations of fees paid to outside Professionals. The Owner shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 14 – TAXES

The Owner is exempt from the payment of all Federal Tax and State Tax for sales, use or excise taxes. Professional shall pay all personal property taxes on leased equipment and all taxes based upon net income. The Owner will furnish an exemption certificate as appropriate to Professional. Professional shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Owner, nor shall Professional be authorized to use the Owner's Tax Exemption Number in securing such materials. Professional shall be responsible for payment of its own and its share of FICA and Social Security benefits with respects to this Agreement.

ARTICLE 15 – RESERVED

ARTICLE 16 – ACCESS AND AUDITS

Professional shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at Professional's place of business.

ARTICLE 17 – TERMINATION

- 17.1 If Professional defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to Professional (i) terminating this Agreement effective ten (10) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting Professional initiate cure within ten (10) calendar days from the date of notice. At any time thereafter, if Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to Professional of immediate termination. If the Owner terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 17.3.
- 17.2 If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, Professional shall give written notice to the Owner setting forth the nature of the default and requesting cure within ten (10) calendar days from the date of notice. If the Owner fails to cure within ten (10) calendar days from the date of notice, Professional may give notice to the Owner of immediate termination.
- 17.3 The Owner may at any time give written notice to Professional terminating this Agreement or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Agreement or suspends the Project, Professional shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.
- 17.4 If the Agreement is terminated by the Owner pursuant to Paragraph 17.1, no further payment shall be made to Professional until completion of the Project. At such time, Professional's compensation shall, at Owner's option, be calculated (i) on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Professional. If the Agreement is (i) terminated by Professional pursuant to Paragraph 17.2; (ii) terminated by the Owner pursuant to Paragraph 17.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Paragraph 17.3, Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

- 17.5 The Owner shall be reimbursed by Professional for paid services that the Owner did not or will not receive from Professional. Professional shall be paid for services rendered to the Owner's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Owner, Professional shall:
- a. Stop work on the termination date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other material related to the terminated work to the Owner; and
 - d. Continue and complete all parts of the work that have not been terminated.
- 17.6 Professional shall not be entitled to, and hereby waives, any monetary claims for or damages arising from or related to lost profits, lost business opportunities, unabsorbed overhead, or any indirect or consequential damages.
- 17.7 Owner's selection of one or more remedies for breach of this Agreement shall not limit the Owner's right to invoke any other remedy available to the Owner under this Agreement or by law.
- 17.8 All provisions of this Agreement that by their nature extend beyond the termination date shall survive termination or expiration of this Agreement.

ARTICLE 18 – INSURANCE

- 18.1 Professional shall not commence work under this Agreement until it has submitted all insurance required and the Owner has approved such insurance. Professional is required to maintain the insurance for the life of the Project plus one (1) year unless otherwise stated.
- 18.2 Professional must provide within five (5) calendar days of award notification from the Owner an original ACORD Certificate of Insurance evidencing the insurances provided by Professional, and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled, or terminated without thirty (30) business days prior written notice to the Owner. The certificate must list the following entities as certificate holder and additional insured: The State of Florida, Florida Board of Governors, University of West Florida Board of Trustees, and The University of West Florida. Professional shall maintain, during the term of this Agreement, coverages and requirements in accordance with the Owner's Minimum Insurance Coverage and Requirements, hereby incorporated by reference and attached as **Exhibit I**.
- 18.3 Professional and the other members of the Project Team shall each carry an insurance policy or policies covering their liability under this Agreement for any and all errors or omissions committed by them. The coverage shall be maintained during the term of the Agreement and for at least three years following completion of all operations to be performed. The policy or policies shall have a limit of liability not less than the amount set forth in **Exhibit I**. The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements). Professional shall make every effort, and cause the other members of the Project Team to make every effort, to maintain similar insurance for at least three (3) years following Project completion. If the insurance is terminated for any reason, Professional agrees, and will cause the other members of the Project Team to agree, to purchase an extended reporting provision of at least three years to report claims arising from work that is being performed. The policy will allow for reporting of circumstances or incidents that might give rise to future claims. All insurance policies will be with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best rating of no less than B+. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents. The insurance policies shall require that the insurer shall provide at least thirty (30) days written notice to Owner if a policy is to be canceled, modified or the coverage thereunder reduced before the expiration date thereof and Professional shall provide Owner with a copy of an endorsement to the policy evidencing the same.

- 18.4 Professional shall also obtain and maintain the minimum insurance commercial general liability, automobile liability, worker's compensation and umbrella coverage as set forth in **Exhibit I**. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Professional. Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Professional is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 18.5 Compliance with the foregoing requirements shall not relieve Professional of its liability and obligations under this Agreement.

ARTICLE 19 – INDEMNIFICATION

- 19.1 Professional shall construe nothing in this Agreement as an indemnification of Professional. The Owner warrants and represents that as a sovereign entity, it is self-insured. Professional and Owner agree that nothing contained herein shall be construed or interpreted as (a) the consent of the Owner or the State of Florida or its agents and agencies to be sued; or (b) a waiver of sovereign immunity of the Owner or the State of Florida.
- 19.2 Professional is responsible for its performance under this Agreement. In accordance with Section 725.06, Fla. Stat., Professional agrees to release, indemnify, and hold harmless The University of West Florida, The University of West Florida Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, and employees of and from liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses for loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent acts, errors or omissions of Professional, its officers, agents, employees and Professionals, and from and against any orders, judgments or decrees which may be entered pursuant thereto. This provision shall survive the termination of this Agreement.
- 19.3 Professional certifies that, to the best of its information and belief, the services it has or will provide to the Owner do not infringe on any intellectual property rights of a third party. Unless provided otherwise herein, Professional shall: (1) pay all royalties, patent, and license fees necessary for the services; (2) defend all suits or claims for infringement of any intellectual property rights, and (3) save and hold the Owner harmless from loss on account thereof; provided, however, that the Owner shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the Owner. If Professional obtains information that the process or article so specified is an intellectual property infringement, it shall be responsible for such loss unless it promptly notifies the Owner.

ARTICLE 20 – SUBCONTRACTING

The Owner reserves the right to accept in writing the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Professional is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Professional shall promptly do so subject to written acceptance of the new subcontractor by the Owner.

ARTICLE 21 – CONFLICT OF INTEREST

- 21.1 In accordance with Section 112.3185, Florida Statutes, Professional hereby certifies that to the best of its knowledge and belief, no individual employed by it or subcontracted by it has an immediate relation to any employee of the Owner who was directly or indirectly involved in the procurement of said services and would conflict in any manner with the performance of services required hereunder. Violation of this section by Professional shall be grounds for immediate termination of this Agreement by the Owner.

21.2 Professional shall promptly notify the Owner in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Professional's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Professional may undertake and request an opinion of the Owner as to whether the association, interest or circumstance would, in the opinion of the Owner, constitute a conflict of interest if entered into by Professional. The Owner agrees to notify Professional of its opinion in writing within thirty (30) days of receipt of notification by Professional. If, in the opinion of the Owner, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Professional, the Owner shall so state in the notification and Professional shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Owner by Professional under the terms of this Agreement.

ARTICLE 22 – ARREARS

Professional shall not pledge the Owner's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Professional further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 23 – EQUAL OPPORTUNITY IN EMPLOYMENT

- 23.1 Professional affirms, without reservation, the principles of equal opportunity employment. Professional will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age, and disability, and any other classification protected by federal, state, or local law.
- 23.2 As a condition of this Agreement, Professional agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.
- 23.3 Professional agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as amended.

ARTICLE 24 – FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be deemed to be in default of its obligations under this Agreement if and so long as it is prevented from performing such obligations or unable to perform due to an act of war, fire, hostile foreign action, labor strike, nuclear explosion, earthquake, flood, hurricane, tornado, other catastrophic natural event or act of God, emergency action by a governmental entity, health epidemic or pandemic, or other similar causes beyond the control of the party. Even if a court determines that disruptions of performance or frustrations of purpose were foreseeable at the time the Agreement was signed, the parties agree that the Owner will not be held liable for a failure to perform if that failure is caused by prohibitions resulting from executive orders, laws, regulations, or governmental guidance.

ARTICLE 25 – NOTICE

All notices required in this Agreement shall be sent in writing by electronic copy via email with confirmation of receipt by the recipient or by hard copy via a delivery service requiring evidence of receipt of delivery.

Notices sent to the Owner shall be emailed to the Director of Procurement at procurement@uwf.edu, or mailed to the following physical address:

University of West Florida
Attn: Director of Procurement
11000 University Parkway
Building 90, Room 117

Notices sent to Professional shall be emailed or mailed to the following address:

Name: _____
Address: _____

City/State/Zip: _____
Email: _____

ARTICLE 26 – MISCELLANEOUS

- 26.1 Contingent Fees. Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Professional to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 26.2 Independent Contractor Relationship. Professional is and shall be in the performance of all work, services, and activities under this Agreement, an Independent Professional and not an employee, agent, or representative of the Owner. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to Professional's sole direction, supervision, and control. Professional shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Professional's relationship and the relationship of its employees to the Owner shall be that of an Independent Professional and not as employees or agents of the Owner. Professional does not have the power or authority to bind the Owner in any promise, agreement, or representation other than specifically provided for in this Agreement. Although Professional has the authority to control and direct the performance of the details of the services, the services contemplated herein must meet the Owner's standards and approval and shall be subject to the Owner's general right of inspection to secure the satisfactory completion thereof.
- 26.3 Governing Law and Venue. This Agreement is governed by the laws of the state of Florida. Venue for all actions or proceedings arising in connection with this Agreement shall be in the state or federal courts located in Escambia County, Florida. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.
- 26.4 Successors and Assigns. The Owner and Professional each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor Professional shall assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and Professional.
- 26.5 Public Entity Crime. In accordance with Florida Board of Governors Regulation 18.001(5), any person or affiliate who has been placed on the Convicted Professional List following a conviction for a Public Entity Crime may not participate in bids or proposals.
- 26.6 Privacy. Professional shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR), as it may be amended.

- 26.7 Tobacco-Free Campus. The Owner is a tobacco-free campus. The use of traditional or e-cigarettes or other tobacco products is prohibited in all Owner-owned buildings and outdoors on all Owner campus properties. UWF policy SA-35.02-12/19.
- 26.8 Assignment of Anti-trust Claims. By signature of duly authorized agent below, Professional hereby conveys, sells, assigns, and transfers to the Owner all rights, title, and interest in and all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired pursuant to this Agreement.
- 26.9 Logos and Trademarks. Use by one party of the other's name, logo, or other copyrighted material will be subject to the express written permission of the holder thereof.
- 26.10 Compliance with the Law. Professional is responsible for ensuring compliance by it and its employees, agents, and subcontractors with all applicable federal, state, and local laws and all applicable regulations and Owner policies.
- 26.11 E-Verify. Due to contracting with a public employer in Florida as defined by Section 448.095, Florida Statutes, Professional is obligated to utilize the U.S. Department of Homeland Security's E-Verify system. Further, Professional is obliged to abide with the requirements of Section 448.095, Florida Statutes, when contracting with subcontractors for performance of this Agreement. The Owner's good faith belief that Professional is employing unauthorized aliens in the state of Florida in violation of Section 448.09, Florida Statutes, shall be just cause for unilateral termination of this Agreement effective immediately and Professional shall be liable for additional costs incurred by the Owner due to the termination of the Agreement.
- 26.12 No Coerced Labor or Services. If Professional is not a governmental entity under Section 287.138(1), Florida Statutes, Professional agrees that, prior to any this contract being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Owner with an affidavit signed by an officer or representative of Professional under penalty of perjury attesting that Professional does not use coercion for labor or services, as defined in Section 787.06.
- 26.13 Public Records. The parties acknowledge that Owner is subject to Florida's Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Notwithstanding any information labeled as "Confidential" or "Proprietary", or clauses in the Agreement to the contrary, Professional agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with the Agreement. Refusal by Professional to allow such public access will be grounds for immediate cancellation of the Agreement by the Owner.

To the extent that Professional meets the definition of "Contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, Professional agrees that it is acting as a Contractor on behalf of the Owner as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Professional agrees that it will:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services performed by Professional under the Agreement;
- b. Provide the public with access to such public records on the same terms and conditions the Owner would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the Owner, at no cost, all public records in possession of Professional upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: The Office of General Counsel: (850) 474-3420, gcfrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

- 26.14 Entire Agreement. The Owner and Professional agree that this Agreement, including all documents incorporated by reference, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. The parties acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
- 26.15 Amendments. Any amendments, alterations, or modifications to this Agreement must be in writing, signed or initialed and approved by all signatories of this Agreement to be effective.
- 26.16 Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction including an administrative law judge, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Agreement goes to the whole of this Agreement, this Agreement is unenforceable.
- 26.17 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 26.18 Signatures. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date signed below.

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

PROFESSIONAL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Name & Title: _____

EXHIBIT A
SCOPE OF SERVICES AND PRICE SHEET

The Scope of Services is as follows [*copy the Scope described in the Solicitation*]:

The pricing shall be in accordance with the pricing submitted in Professional's Response as follows [*copy the pricing submitted in the Response or attach the price sheet*]:

SAMPLE

EXHIBIT B
Project Design Schedule

PP #	PHASE	START	END
4.2	(PD) Pre-Design PD Review		
4.3	(CSD) Concept Schematic Design CSD Review and CM Cost Estimate		
4.4	(ASD) Advanced Schematic Design and Life-Cycle Cost Analysis ASD Review and CM Cost Estimate		
4.5	(DD) Design Development Phase and Cost Report DD Review and CM Cost Estimate		
4.6	60% Construction Documents and Cost Report 60% CDs Review and CM Cost Estimate		
4.6.1	90% CDs Early bid package (IF APPLICABLE) 90% Site CDs Review and CM Site GMP		
4.6.1	100% Construction Documents and Cost Report 100% CDs Review (incl. State Fire Marshall) and CM GMP		
4.7.3	(CCD) Corrected/Conformance Document Set Bidding and Buyout Construction		
4.8.18	(SC) Substantial Completion Deliverables		
4.9.1	(FC) Final Completion Deliverables		
4.9	(PO) Post Occupancy Inspection & Report		

EXHIBIT C
Schedule of Services and Consultants

Basic Services

(This schedule lists services included in the lump sum fee initially based on the FPC Design Services Fee curve and included in the Total Fees and schedule of payments as set forth on the Exhibit G)

		SERVICES	CONSULTANTS
Yes	No	Architectural Design	
Yes	No	Civil Engineering	
Yes	No	Landscape Architecture	
Yes	No	Structural Engineering	
Yes	No	Mechanical Engineering	
Yes	No	Electrical Engineering	
Yes	No	Plumbing Engineering	
Yes	No	Fire Protection Eng. (incl. hydraulic calcs.)	
Yes	No	BICSI Communications Distribution Designer	
Yes	No	Cost Estimating & Report (Cost Opinion)	
Yes	No	Renderings/Models/Animations	

(This schedule lists other services to be included in the Total Fees and schedule of payments as set forth in Exhibit G)

		SERVICES	CONSULTANTS
Yes	No	Telecommunications Design	
Yes	No	Audio-Visual Systems Integration & Design	
Yes	No	Topographical Survey	
Yes	No	Geotechnical Survey	
Yes	No	Radon Survey	
Yes	No	Measured Drawings of Existing Facility	
Yes	No	Threshold Inspection	
Yes	No	Detailed Cost Estimating	
Yes	No	Historic Research & Explorative Testing	
Yes	No	Hazardous Materials Survey / Work Plan	
Yes	No	Life-Cycle Cost Analysis	
Yes	No	Energy Model	
Yes	No	Acoustics Consultation	
Yes	No	Furniture Design and Selection	
Yes	No	Fast-Track Design (early site package)	
Yes	No	Additional Design Team Site Visits	
Yes	No	HVAC Commissioning	
Yes	No	IEQ/IAQ Commissioning	
Yes	No	Building Envelope Commissioning (incl. roof)	

Yes	No	Programming, Site Selection, Benchmarking	
Yes	No	Lab and Cleanroom Design	
Yes	No	Process Engineering and "Fit-Out"	
Yes	No	Vibration Analysis	
Yes	No	Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Analysis	
Yes	No	Cleanroom Certification	
Yes	No	Validation	

SAMPLE

EXHIBIT D
Additional Applicable Guidelines and Provisions

4.1.2 Additional Applicable Standards and Guidelines:

[University of West Florida Building Design and Construction Standards](#) (current version)

University of West Florida Telecommunications Standards (found in Exhibit 14 of the UWF Building Design and Construction Standards)

[State of Florida Department of Management Services Professional Services Guide](#) - Division of Building Construction and Facilities Management (June 2022 or current version)

SAMPLE

EXHIBIT E
Requirements for Submittals to Owner

PHASE	FULL SIZE	HALF SIZE	Project Specific Requirements
	S & S	S & S	
4.2 Pre-Design Phase (PD)			
Revised Facilities Program			
4.3 Concept Schematic Design (CSD)			
4.3.1 CSD Construction Cost Estimate			
4.4 Advanced Schematic Design (ASD)			
4.4.1 ASD Construction Cost Estimate			
4.4.2 Life Cycle Cost Analysis			
4.1.4 Committees Presentation - Schematic Review			
4.5 Design Development Phase (DD)			
4.5.1 DD Construction Cost Report			
4.5 Committees Presentation - DD Review			
4.6 60% Construction Documents (CD)			
4.6.1 60% CDs Construction Cost Report			
90% Site CDs (if applicable)			
4.6 90% Construction Documents			
4.6.1 100% CDs Construction Documents			
100% CDs Construction Cost Report			
4.7.3 Corrected/Conformance Document Set			
Addendums, Supplemental Instructions, RFI's			
4.1.3 Record drawings & specifications (As-Builts)			

*Provide 1 full size set and 1 half size drawing set and 2 spec manuals for each of the Owner plan review submittal phases and also final documents (along with electronic .pdfs).
For record as-builts provide 1 hard copy set with incorporation of "red-lined" set updates (along with .pdf and also CAD electronic files). Plus sets as may be required for permitting process.

**EXHIBIT F
Additional Services Rates**

Architect	
Principal Architects	\$
Associate Principal	\$
Project Manager	\$
Sr. Architect. Staff	\$
Arch. Staff/CAD Tech.	\$
Clerical Support	\$

Engineer	
Principal Engineers	\$
Registered Engineers	\$
Engineer / RCDD Des.	\$
Intern Engineers	\$
CAD Technician	\$
Clerical Support	\$

A/V – Acoustical	
Acoustical Designer	\$
A/V Designer	\$
CAD Tech. 1	\$
CAD Tech. 2	\$

SAMPLE

EXHIBIT G
Schedule of Payments

PHASE	FEE % ¹	FEE
4.2		\$
4.3	%	\$
4.4	%	\$
4.4.2		
4.5	%	\$
4.6	%	\$
4.6	%	\$
4.6	%	\$
4.7	%	\$
4.7.3		
4.8	%	\$
4.8.18		
4.9.1		
		\$
4.9.2		
11.10		\$
11.10.1		
	100 %	\$

1. Fee % indicates proportion of lump sum portion of Total Fees.
2. Bidding/Negotiation Phase fees will be paid in increments based on actual bid packages. These bid packages will be developed after the Project has progressed, and the payment schedule for Bidding/Negotiation Phase fees will be determined at that time.
3. Construction Administration Phase payments to be paid in monthly increments in proportion to payments made to Professional.

NOT-TO-EXCEED ALLOWANCES – REIMBURSABLE EXPENSES

Not-To-Exceed Allowance for Reimbursable Printing and Postage will include a total amount for each of the following:

(PD) \$ _____

(CSD) \$ _____

(ASD) \$ _____

(DD) \$ _____

(CD) \$ _____

(BN) \$ _____

(CA) \$ _____

SAMPLE

Exhibit H Allocation of Fees

PHASE	PRINCIPAL				
4.2	Programming				
	Measured Drawings of Existing Facility				
4.3	(CSD) Concept Schematic Design				
4.4	(ASD) Advanced Schematic Design				
4.4.2	Life Cycle Analysis and Report (included in LEED fees)				
4.5	(DD) Design Development Phase				
4.6	(CD-60%) Construction Documents				
4.6	(CD-90%) Construction Documents				
4.6	(CD-100%) Construction Documents				
4.7	(CM) Contractor Cost Proposal Reviews				
4.7.3	(CCD) Corrected/Conformance Document Set				
4.9.1	(FC) Final Completion Deliverables				
4.9.2	(PO) Post Occupancy Inspection & Report				
	LEED Certification Support				
	Enhanced LEED Commissioning through Design and Construction				
	Civil Engineering Design				
	Surveying				
	Geotechnical Investigation (for potential addition)				
	Telecommunications Design				
	Audio-Visual Communications Design				
	As-Built documents on AutoCAD for Owner				
11.10	Not-To-Exceed Allowance for Reimbursable Expenses				
	Not-To-Exceed Allowance for Travel				
	TOTAL FEES (LUMP SUM)				

Allocation of Fees: Allocation of Professional Fees, including each member of the consulting team, will be identified by basic and additional service phases. Changes in the contract amount will require Professional to attach a modified fee distribution with the proposed modification.

EXHIBIT I
Consulting and Professional Services – Architects and Engineers
Minimum Insurance Coverage and Requirements

The Professional shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the Professional. The Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Professional is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:

Premises and Operations
Personal/Advertising Injury
Products/Completed Operations
Broad Form Property Damage
Independent Contractors

2. Automobile Liability including all:

Any Auto
Owned Auto
Non-owned Auto
Hired Auto
Personal Injury Protection (when applicable)

3. Workers' Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

4. Excess/Umbrella Liability

Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.

5. Professional Liability –The Professional shall maintain Errors and Omissions Liability covering wrongful acts, errors and/or omissions, including design errors of the Consultant/Contractor for damage sustained by reason of or in the course of operations under this contract. The policy/coverage shall be amended to include the following:

- Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your wrongful acts.
- Claims alleging improper supervision of sub-consultants
- Representative Insured Wording amended to include past principals/employees
- Deletion of any exclusions pertaining to design/build liability
- Cancellation Clause shall provide 30 days' notice prior to Cancellation to UWF
- Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy. The declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
- Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless an officer, owner, partner, or principal of the insured shall have received such notice.

6. Cyber Insurance

The Professional shall maintain a reasonable cyber insurance policy commensurate with the standard for Professional's industry.

LIMITS REQUIRED

The Consultant/Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Construction requirements may also include Builders Risk and Pollution Liability.

Commercial General Liability

General Aggregate \$ 2,000,000
Products/Completed Operations Aggregate \$ 2,000,000
Each Occurrence Limit \$ 1,000,000
Personal/Advertising Injury \$ 1,000,000
Fire Damage (Any One Fire) \$ 50,000
Medical Payments (Any One Person) \$ 5,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000
Personal Injury Protection Statutory

Workers' Compensation

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) \$100,000
\$500,000
\$100,000

Umbrella Liability

Each Occurrence Limit \$ 1,000,000
General Aggregate Limit \$ 1,000,000
Products/Completed Operations Aggregate \$ 1,000,000

Professional Liability

Each Claim \$1,000,000
Annual Policy Aggregate \$2,000,000

Pollution Liability

(when applicable)
Per Claim \$100,000
Annual Policy Aggregate \$100,000

ADDITIONAL REQUIREMENTS

The Professional shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".
4. Unless otherwise approved by the University, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable).
5. With the exception of Professional Liability, Workers Compensation and Pollution Liability (if applicable) **all policies must name the State of Florida, Florida Board of Governors, University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured"**. (ISO Form CG 2010, 1997 Edition or equivalent).
6. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Environmental Liability and other as specified by the contract.
7. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
8. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF.
9. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
10. University prefers thirty (30) days advance written notice prior to policy non-renewal, cancellation or materially change or alteration. Renewal certificates and endorsements are to be provided to UWF at least 30 days prior to expiration.
11. Insurance certificates and written endorsement **must** be provided directly by the insurance agency or carrier.
12. Professional shall provide uninterrupted professional liability coverage for three years after contract expiration date.
13. Professional is responsible for ensuring that any sub-contractors or sub-consultants maintain equivalent insurance coverage.