

CONTRACT OCLS-RFQ-Main-23-001
DESIGN SERVICES FOR THE ORANGE COUNTY
LIBRARY DISTRICT FIRST FLOOR RENOVATION PROJECT

THIS CONTRACT made and entered into this _____ day of _____ 2024, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as "LIBRARY" and:

> _____
> _____
> _____
FEDERAL I. D. # > _____

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the LIBRARY desires to retain Architectural Design and Engineering services for the LIBRARY's Main First Floor Renovation Project ("SERVICES"). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit "A", Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES: The CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY's Project Manager/Coordinator to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY's consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit "B" to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and a "not to exceed" fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and "not to exceed" fee, a purchase order will be generated ("Purchase Order") and a "Notice to Proceed" letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.

B. Performance of Services. The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. PAYMENT

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and sub-consultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT's proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit "B". A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE**: The CONSULTANT shall utilize the same hourly rates as set forth in Exhibit "B" in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete the Project shall be negotiated at such time as the LIBRARY initiates fee negotiations for the Project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

- a. If a project specific contract's performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.
- b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.
- c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III. DESIGN WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the

construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT'S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT'S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.
- C. The estimated construction contract price will be set forth in the respective Purchase Order. The estimated construction cost for any project under this contract shall not exceed \$7,000,000. Each Purchase Order shall specifically indicate the project's estimated construction cost. Purchase Orders issued for study activities shall not exceed \$500,000.
- D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.
- B. The Project Architect and Project Manager must be two different individuals, one of the individuals shall be currently employed by the CONSULTANT. The Project Architect or the Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer in the State of Florida prior to the due date of proposals submitted for this RFP. Other Key Personnel must be clearly identified on the organizational chart submitted with the contract.

- C. Substitution of the Project Manager, Project Architect or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT'S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT'S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY's use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT'S or sub-consultant(s) personnel on account of the use of this provision.
- G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY'S Rules of Conduct, which will apply to the CONSULTANT and their sub-consultant(s) personnel while on the LIBRARY'S own or leased property.
- H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY'S other consultants, such as the Construction Manager At Risk (CMAR) firm engaged by Library for this Project.

V. LIBRARY'S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY'S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.
- B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel

to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY's Construction Manager, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY's Constgruction Manager or designated representative, shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

- A. **TERM:** The term of this Contract shall be for the specific Project. This Contract shall terminate upon the completion of the project which is the Certificate of Occupancy for the 1st Floor Renovation Project.

- B. **TERMINATION FOR DEFAULT:**

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

- 1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY's performance standards
- 2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.
- 3. make progress so as to endanger performance of this Contract
- 4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY's Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT's default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT'S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY's interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY's Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT's sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY's Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

The LIBRARY shall be named as additional insured on all policies. The CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by the selected CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. The selected CONSULTANT is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require and ensure that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➤ **Required Liability Coverage:**

- CONSULTANT is required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$5,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

- Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (one million dollars) per occurrence**, \$2,000,000 general aggregate and \$2,000,000 aggregate for products completed operating hazard. CONSULTANT shall also maintain umbrella coverage of \$3,000,000 each occurrence/combined. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

➤ **Required Liability Endorsements:**

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

➤ **Required Automotive Coverage:**

- Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$500,000 (five hundred thousand dollars) per accident**. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than **\$100,000 each incident** of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit. Note: The use of employee leasing companies is not permitted under this RFQ and resulting contract.

➤ **Required Workers' Compensation Endorsements:**

- Waiver of Subrogation- WC 00 03 13 or its equivalent

➤ **Required Fidelity Liability Coverage:**

- Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of the CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss

agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any work provided under the contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

The CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management CONSULTANT. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- ...Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - ✓ ...Occupational Safety and Health Act (OSHA)
 - ✓ ...National Institute for Occupational Safety & Health (NIOSH)
 - ✓ ...National Fire Protection Association (NFPA)
 - ✓ ...American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. CONSULTANT's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; sub-

contract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT's dealings with the LIBRARY (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) CONSULTANT compliance with contract requirements; or
 - 2) Compliance with provisions for pricing change orders; or
 - 3) Compliance with provisions for pricing invoices; or
 - 4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
 - 5) Compliance with the LIBRARY's business ethics; or
 - 6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the CONSULTANT's local place of business. If the records are unavailable locally, it shall be the CONSULTANT's responsibility to ensure that all required records are provided at the CONSULTANT's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.
- I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned

parties and all of CONSULTANT's sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The LIBRARY's authorized representatives or designees shall have reasonable access to the CONSULTANT's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY's audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY's findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:
 - 1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
 - 2. Provide guidance for the LIBRARY in honoring the CONSULTANT'S monthly invoices for progress payments; and

3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES**: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY**: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY**:

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT'S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT'S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT'S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of CONSULTANT'S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status or veteran's status in the performance of work under this Contract. Violation of such laws shall be grounds for immediate contract termination.

- B. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.
- C. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.
- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status or veteran's status, in securing or holding employment in a field of work or labor for which the person

is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

- A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.
- B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the CONSULTANT shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
- C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY's Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXI. TOBACCO FREE CAMPUS

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to CONSULTANT and their personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIII. ASBESTOS FREE MATERIALS

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXIV.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXV.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVI. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVII.

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.

- Upon request from LIBRARY's custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Orange County Library System
 Attn: Public Records Custodian
 5th Floor Finance Offices
 101 East Central Blvd.
 Orlando, Florida 32801

XXVIII. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted

a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY's determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY's determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

CONSULTANT

Orange County Library Systems

Signature

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

Name Typed or Printed

Title

LIBRARY Sign Date

Consultant Signed Date

CONTRACT OCLS-Main-RFQ-21-001
DESIGN SERVICES FOR THE ORANGE COUNTY
LIBRARY DISTRICT 1st Floor Renovation Project

Exhibit "A"
Scope of Services

- I. Overview of Services. The CONSULTANT shall provide and or perform professional architectural design and engineering services (ie: Structural, MEP, etc.) through the final certificate of completion or certificate of occupancy and the commissioning of new equipment for the LIBRARY's 1st Floor Renovation Project.
- II. Specific Services. The CONSULTANT shall provide and or perform and be fully responsible for the various professional architectural design and engineering services for the LIBRARY's 1st Floor Renovation Project either by its "in-house staff" or through a "sub-consultant" arrangement. The various professional architectural design and engineering services may include, but not necessarily be limited to:

Architectural design of interior and exterior features, utility services, site furnishings, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, meeting rooms, atriums, loading docks, digital signage, interior performance stage/area, cost estimating services, construction contract administration services.

The CONSULTANT will take the following Program Criteria into consideration when designing the facility:

Main Library First Floor Area Design Considerations

The Main Library First Floor Area is approximately 45,000 square feet of interior, conditioned space.

These allocations are subject to adjustment as floor plans are developed by the CONSULTANT and reviewed by LIBRARY. The building uses include a reception area with public restrooms, multiple public meeting rooms, interior performance stage/area, training rooms, study rooms, staff and manager workroom, a children's area, teen area, computer area, and adult area to name a few. The CONSULTANT will be responsible for understanding the space and programming needs of the facility users and for developing floor plan(s) for LIBRARY review and approval as part of early deliverables. Preliminary space allocations are provided below.

- Entry and reception
- Check-in and check-out counter areas, collection management space.
- Children's Library with collection, open areas, study areas, and computer spaces

- Children's library needs a controlled entrance.
- Teen space with collection, open areas, study areas, and computer spaces
- Adult computer spaces, library collection space for new and popular, adult fiction, local authors, large print and foreign language
- Office for passport services
- Space for a gift shop
- Common areas, hallways, and utility closets
- Three sets of public restrooms
- One set of staff restrooms
- One family restroom with adult changing table and one lactation/quiet room
- Youth Services, Orlando Public Library, Circulation and Community Engagement Manager's offices (plan for two desks in each)
- Youth Services (10), Circulation (5) and Community Engagement (8) staff workrooms (# of staff)
- Youth Services, Orlando Public Library, Circulation and Community Engagement storage spaces

Additional building features include:

- Interior glass walls should be storefront.
- ADA compliance for the entire PROJECT
- IP Security Cameras
- Access Control on all restricted areas
- People counter at entry doors, and entry to adult, youth and teen areas as decided by the LIBRARY

The LIBRARY will provide a guideline as a basis for the specifications for the PROJECT.

A Brief Synopsis of LIBRARY Construction Standards and Building Preferences are listed below (full standards are attached)

The current Florida Building Code shall be applicable. The Building, Existing Building, Accessibility, Mechanical, Electrical, Plumbing and Energy Code sections will all apply to this project. A thorough review of the codes shall be conducted by the CONSULTANT to determine impacts on the design and that the design complies with the Florida Building Code.

The CONSULTANT shall comply with LIBRARY's standard specifications. A copy of the document is included herein as Attachment C to this solicitation.

The CONSULTANT shall comply with LIBRARY's Information Technology Standards for New Buildings and Major Renovations requirements. A copy of the requirements is included within Section 11 of Attachment C attached to this solicitation.

The CONSULTANT should follow the recommendations set forth in Crime Prevention Through Environmental Design (CPTED) standards. A copy of the requirements is included within Section 12 of Attachment C attached to this solicitation.

The building automation controls system (BAS) and building monitoring shall include:

System General Description: The LIBRARY currently uses Trane proprietary controls or building automation systems. The mechanical designers and the LIBRARY will confirm the appropriate control system during design. The controls must be consistent with the LIBRARY's Energy Management Strategy. The following is a system description:

- Equipment monitoring and alarm function including information related to diagnosing equipment problems.
- Automatic outbound dialing with emergency escalation.
- Time based scheduling controls and holidays on facility on a global basis
- All system points programmed to report alarm conditions identifying facility location and point location.
- Display set points, adjustable settings for alarms, and preset overrides for equipment controls.
- Auto-reset without operator intervention.
- Individual controllers shall be programmed to override schedule or energy efficiency settings and be preset amounts so that equipment will not be damaged, and/or health and safety compromised.
- Various programmable alarm notices. microprocessor and batter power supply with automatic converter

III. Specific Scope. The scope of professional architectural design and engineering services to be provided and performed by the CONSULTANT, will include, the following SERVICES:

- A) Project Programming: Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.
- B) Schematic Design: Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or services.
- C) Design Development: Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.
- D) Construction Documents: Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion.

These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

- E) Technical Specifications: Construction documents shall be composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner's Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.
- F) Cost Estimating Services: Provide a line-item cost estimate at appropriate intervals such as 60%, 90% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY's opinion, there is a significant difference between the CONSULTANT's estimate and the independent cost estimator, the CONSULTANT shall be required to reconcile the estimate with the independent cost estimator.
- G) Value Engineering: Review project programs, schematic drawings, design development documents and construction documents prepared by the CONSULTANT, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.
- H) Code Compliance: The CONSULTANT shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement.
- I) LIBRARY Approval: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.
- J) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the CONSULTANT may use an allowance of Ten (10) printed sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The CONSULTANT shall provide to the LIBRARY all final project documents in electronic and physical format.

- K) Permits: The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay (and be reimbursed for) all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections.
- L) Bidding or Selection of Contractor: The CONSULTANT shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY's bidding or RFQ documents for use by the LIBRARY in administering the bidding or RFQ process. The CONSULTANT will also provide the LIBRARY with one unbound set of technical specifications, and the required number of project documents in physical and electronic format that includes the plans and technical specifications in PDF format. The CONSULTANT will attend and participate in the pre-bid conference, answer questions from proposers, prepare addenda to the bidding documents and evaluate Contractor bids, qualifications, and GMP proposals. The LIBRARY shall advertise for bids or qualifications, distribute bidding or RFQ documents, maintain a log of proposers, conduct the pre-bid conference, receive and validate bid proposals or qualifications, publish bidding and award results, and select a contractor for award.
- M) Construction Contract Administration: The CONSULTANT shall assist the LIBRARY's project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The CONSULTANT will be required to perform, but not limited to the following services:
- 1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the "Notice to Proceed" date and issue the "Notice to Proceed" letter to be signed by the Contractor.
 - 2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.
 - 3) Construction Observations (separate from construction progress meetings): Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.

- 4) Contractor Submittals and RFIs: Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractor submittals shall bear the CONSULTANT's stamp and are delivered to the LIBRARY at Substantial Completion.
- 5) Contractor's Application for Payment: Review and approve all applications for payment. The CONSULTANT shall recommend an appropriate value for the current stage of construction and sign the application for payment.
- 6) Contractor Change Orders and Claims: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.
- 7) Commissioning of Building Systems: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.
- 8) Substantial Completion and Final Completion: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The CONSULTANT shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.
- 9) Record Drawings: Provide a minimum of two sets of record drawings full size and two half sizes and project documents in electronic format. of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor's as-built drawings. Record drawings are part of the project closeout documents.
- 10) Warranty Inspection: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.
- 11) Construction Management: The CONSULTANT will provide contract administration services during the construction phase. The CONSULTANT will be under the direction of the LIBRARY's project management personnel and will be the LIBRARY's Project Representative.
- 12) Project Summary: After completion of the PROJECT, the LIBRARY will request CONSULTANT to prepare a "Lessons-learned Report" for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.

**CONTRACT OCLS-RFQ-Main-23-001
DESIGN SERVICES FOR THE ORANGE COUNTY
LIBRARY DISTRICT 1st Floor Renovation Project**

Exhibit "B"
Hourly Rates

Table To Be Filled In At A Later Date

DRAFT