

FIRST AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

TERCILLA, COURTEMANCHE ARCHITECTS, INC.

PROJECT NAME: ARCHITECTS ON CONTINUING AGREEMENT

First Amendment made this 17th day of November 2010, to the Standard Form of Agreement regarding the Architects on Continuing Agreement, entered into on December 17, 2009 by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and Tercilla, Courtemanche Architects, Inc., located at 2047 Vista Parkway, Suite 100, West Palm Beach, FL 33411.

Whereas, the School Board of Palm Beach County, FL wishes to exercise its first of two (2) options to renew the Agreement dated December 17, 2009 for a period of one (1) additional year.

Now, therefore, the parties hereby agree that:

1. The December 17, 2009 Standard Form Agreement regarding the Architects on Continuing Agreement is hereby renewed for one year beginning December 17, 2010 through December 16, 2011.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, this First Amendment has been executed on the day and year first above written.

TERCILLA, COURTEMANCHE ARCHITECTS, INC.
Company

By: RENE TERCILLA FRES.
Name (printed) Title

[Signature] 11-16-10
Signature Date

Attest: SUSAN MALUSKY Admin.
Name (printed) Title

[Signature] 11-16-10
Signature Date

The School Board of Palm Beach County, Florida

[Signature]
Chairman

12/8/10
Date

[Signature]
Superintendent

12/8/10
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature] Kathelyn Jacques-Adams
Kathelyn Jacques-Adams
on: Kathelyn Jacques-Adams, c=US, o=SDPBC, ou=Office of the Chief
Counsel, email=jacquesadamsk@palmbeach.k12.fl.us
First Amendment, Architects on Continuing Agreement, Tercilla,
Courtemanche Architects, Inc., Project No. N/A
2010.11.04 13:41:05 -04'00'

School Board Attorney

Date

(Corporate Seal)

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT
THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES;
CONSULTATION WITH ATTORNEY IS ENCOURAGED
WITH RESPECT TO ITS COMPLETION OR MODIFICATION**

AGREEMENT

Made as of the 17th day of December in the year Two Thousand and Nine.

**Between the Owner: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5869**

**And the Architect: TERCILLA, COURTEMANCHE ARCHITECTS, INC.
2047 Vista Parkway, Suite 100
West Palm Beach, FL 33411**

For the following: ARCHITECTS ON CONTINUING AGREEMENT

AGREEMENT DOCUMENTS

The Agreement Documents shall consist of the Standard Form Agreement Between Owner and Architect, Request for Proposal Document including all addendums and exhibits completed by the Architect, Owner-approved Proposals in response to the Requests for Proposal Documents, project specific Scope of Work, Project Specific Short Form Agreement, Project Specific Drawings, Project Specific Specifications, and current District Design Criteria, current District Master Specifications.

SCOPE OF WORK

The Scope of Work for Architects on Continuing Agreement shall be provided on a project specific basis as defined by the Owner in a project specific Short Form Agreement which is hereby incorporated herein.

Continuing Agreement services shall be based on Florida Statute (F.S.) 287.055(g) "...whereby the firm provides professional services to the Owner for projects in which construction costs do not exceed \$1,000,000.00, for study activity when the fee for such professional service does not exceed \$50,000.00, or for work of a specified nature as outline in the agreement required by the agency, with no time limitation except that the contract must provide a termination clause."

TERM OF AGREEMENT

This Agreement represents a Continuing Agreement for a period of one (1) year from the date of award with the option to renew for two (2) additional one (1) year periods.

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's Sub-Consultant as enumerated in Article 2 of this Agreement and any other services included in Article 10.

1.1.2. The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit, for the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule, approved by the Owner, shall not be extended by the Architect without prior notice and written approval of the Owner.

1.1.3. The Architect and his Sub-Consultants, subcontractors, agents, employees and officers shall promptly, upon notice or discovery, during any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in their work without additional compensation or expense to the Owner.

1.1.4. The Architect shall comply with written directives and memoranda issued by the Owner.

1.1.5. It is understood between the parties that, under conditions where the Owner deems it beneficial to the project, the Architect may be working in coordination and cooperation with other Architects who will be employed independently by the Owner and responsible to the Owner for their work and the performance of their respective agreements with the Owner. The Architects and his Sub-Consultants shall cooperate with the Owner and other Architects.

1.1.6 The Architect shall prepare all Project Documents (Bidding Documents and Contract Modification Documents) in accordance with the Florida Building Code (FBC) and the Florida Fire Prevention Code [FFPC], in effect at the time of the execution of this Agreement, as well as any changes in the codes during the term of this Agreement.

1.1.7 The Architect shall ensure that the work completed complies with the requirements of law and all applicable rules, regulations and codes including, but not limited to, the School Board Policies, District Design Criteria [DDC], and District Master Specifications [DMS], F.A.C., State Board of Educations Regulations.

1.1.8 Sub-Consultants, registered in the State of Florida and acceptable to the Architect and the Owner, shall be retained by the Architect, at their expense, to certify the appropriate discipline involved (i.e. structural, material testing, survey data, soils engineering, etc). The Architect shall require Sub-Consultant participation in all such phases of the Architect's services and shall require the Engineer to be professionally responsible for their respective Engineering services. The Architect shall specifically require the Engineer to visit the Work under construction as often as necessary, to keep informed as to the progress and quality of the Work and to guard against defects and deficiencies in the construction of the Work for which such Engineer is responsible. Use of Engineers does not in any way alter the Architect's obligations to the Owner.

1.1.9. In addition to any other duties of inspection or observation, the Owner can require the Architect, appropriate Engineer or any other Sub-Consultant to visit the job site for purposes consistent with this Agreement.

1.1.10 The Architect shall attend all meetings of the School Board as required in fulfillment of this document.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

- 2.1 The Architect's Basic Services consist of those described herein and any other services identified in Article 10 as part of Basic Services.
- 2.2 The duties, responsibilities and limitations of authority of the Architect's shall not be restricted, modified or extended without written agreement of the Owner.
- 2.3 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.4 The Architect 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 Agreement for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.5 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

ARTICLE 3

OWNER'S RESPONSIBILITY

- 3.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expend ability, special equipment, and system and site requirements.
- 3.2 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 3.3 The Owner shall designate representative(s) authorized to act on the Owner's behalf with respect to the Project and this Agreement. The Owner or such authorized representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 3.4 The Owner shall furnish survey data describing physical characteristics, legal limitations and utility locations for the site of the Project, and/or a written legal description of the site. The surveys and legal information may 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. All the information, readily available, shall be provided to the Architect to complete the work.
- 3.5 The Owner shall furnish all accounting, auditing and insurance counseling services the Owner may require for the Project.
- 3.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Agreement Documents.
- 3.7 The proposed language of certificates or certifications required of the Architect or its Subconsultants shall be submitted to the Architect for review and approval at least five (5) days prior to execution.3.8 The Owner shall pay filing fees for documents submitted for review and approval.

ARTICLE 4

INDEMNIFICATION

4.1 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, and its employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Architect, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.1.

4.2 In claim against any person or entity indemnified under Paragraph 4.1 by an employee of the Architect, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 4.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or any Sub-Consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.3 The obligations of the Architect under Paragraph 4.1 shall not extend to the liability of the Architect, the Architect's Sub-Consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or failure to give directions or instructions by the, the Architect's, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

4.4 The purchase of insurance by the Architect with respect to the obligations required herein shall in no event be construed as fulfillments or discharge of such obligations.

4.5 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or any of them by common law.

4.6 In the event that any party is requested but wrongfully refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including without limitation, attorney's fees.

ARTICLE 5

USE OF THE ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service for use solely with respect to the individual projects under this agreement and, unless otherwise provided, the Architect 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 reproducible copies, of the Architect's drawings, specifications and other documents for information and reference in connection with the Owner's use, occupancy and future additions and remodeling. The Architect's drawings, specifications or other documents may be used by the Owner, for additions to this Project or for completion of this Project. Any use by Owner without Architect written consent shall be at the Owner's sole and exclusive risk.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project should not be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 6

LITIGATION

6.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement, or any breach thereof, shall be decided in a court of law, with exclusive venue of such actions in the state court sitting in Palm Beach County, Florida, except as may otherwise be determined by the Owner not withstanding the foregoing, prior to instituting litigation, the parties may submit the dispute to non-binding mediation in Palm Beach County, Florida.

ARTICLE 7

TERMINATION, SUSPENSION OR ABANDONMENT

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

7.2 If any individual Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be adjusted by the Owner to provide for reasonable expenses incurred in the interruption and resumption of the Architect's services.

7.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. If any individual Project is abandoned by the Owner for more than 180 consecutive days, the Architect may terminate this Agreement by giving written notice.

7.4 This Agreement may be terminated by the Owner for convenience at any time. The amount due and owing the Architect shall be fees for services rendered up to the effective date of termination together with reimbursable. However, the Architect shall not be entitled to lost profits for uncompleted work.

7.5 The Owner has the right to require the Architect to remove any Project Team Member from the Owner's project.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be governed by the laws of the State of Florida.

8.2 Owner and Architect waive all rights against each other and against the contractors, Sub-Consultants, agents and employees of the other damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the "General Conditions of the Contract for Construction" (00700). The Owner and Architect each shall require similar waivers from their contractors, Sub-Consultants and agents.

8.3 Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, success, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner, which consent may not be unreasonably withheld.

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

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

8.6 Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architects promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the project.

8.7 This Agreement shall comply with the provisions of the "Consultant's Competitive Negotiation's Act", Section 287.055, Florida Statutes, as amended.

If the total paid to the Architect and its Project Architects exceeds \$60,000.00, the following provisions shall apply:

a. The Architect shall execute, and furnish to the Owner, a "Truth-In-Negotiation Certificate" stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

b. The original Agreement Price, and any additions, hereto, shall be adjusted to exclude any significant sums when the Owner determines the Agreement Price was increased due to inaccurate, incomplete, or non-current wage rates and/or other factual costs. Such Agreement adjustments shall be made within one (1) year following end of agreement.

c. The Architect warrants not to employ or retain any company or person, other than a bonafide employee working solely for the Architect, Registered Land surveyor or Professional Engineer, to solicit or secure this Agreement, and that he has not paid, or agreed to pay, any person, company or corporation, individual or firm, other than a bona fide employee working solely for the Architect, Registered Land Surveyor, Landscape Architect or Professional Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from, the award or making of this Agreement.

8.8 The Owner reserves the right to unilaterally set off from any request for payment such amounts for the Architect's errors and omissions, as determined by the Owner, after meeting with the Architect. The Architect shall retain all rights to assert a claim to recover any amount so withheld. The Architect recognizes that this right of offset is a material inducement to the Owner entering into this Agreement. Withholding any monies herein shall not be deemed a default by the Owner under this Agreement.

8.9 If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, then said provision shall be deemed stricken from said Agreement as if it never existed; however, all other terms and conditions shall remain enforceable and all other provisions in accordance with this Agreement.

8.10 This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same.

8.11 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the "Final Certificate for Payment" for acts or failures to act occurring after Substantial Completion, unless otherwise provided by law.

8.12 The School Board encourages participation by Minority/Women Business Enterprise (M/WBE) firms. The School Board encourages Architects to provide participation by M/WBE's as Sub-Consultants or joint ventures for procurement of contractual services with the School Board.

8.13 All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Vendor agrees to have all such personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department at the sole cost of the Vendor. If Vendor can demonstrate to the Purchasing Department that it is not practicable to have the fingerprinting done by the School District's Police Department, Vendor will be permitted to have the fingerprinting and clearance completed by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance.

Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither he, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will be employed in the performance of this Agreement.

ARTICLE 9

PAYMENTS TO THE ARCHITECT

9.0 FEE SCHEDULE

9.1.1 The Fee Schedule is defined as the maximum rate per hour or task for which services can be billed to the Owner. These listed fees are full compensation for the Architect's direct personnel expenses, mandatory and customary contribution, overhead costs, project costs and profit. (**Exhibit F - Fee Schedule**)

9.2 REIMBURSABLE EXPENSES

9.2.1 Reimbursable Expenses are those expenses in addition to those provided for as Basic or Additional Services outlined in Articles 2 and 10 and include expenses incurred by the Architect and the Architect's employees and Sub-Consultants in the interest of the Project, as identified in the following clauses. Those reimbursable expenses, allowed by the Owner, shall be in addition to those required with Basic Services.

9.2.1.1 Expenses in connection with authorized out-of-county travel and long-distance communications. All expenses herein shall be reasonable and subject to the Owner's approval. Local travel shall not be billed as a reimbursable expense.

9.2.1.2 Reasonable expenses for reproductions, postage, shipping and handling of drawings, specifications and other documents.

9.2.1.3 Expense of overtime work, if authorized in advance by the Owner in writing.

9.2.1.4 Expense of additional insurance coverage or limits, including Professional Liability Insurance, requested by the Owner in excess of that required in Article 11.

9.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.3.1 An initial payment as set forth in Paragraph 10.1 is the minimum payment under this Agreement.

9.3.2 Subsequent payments for Basic Services shall be made and mailed monthly.

9.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.4.1 Payments on account of the Architect and of reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred and in accordance with supporting backup documentation.

9.5 ARCHITECT'S ACCOUNTING RECORDS

9.5.1 Records of reimbursable expenses, beyond those provided for in Basic or Additional Services, shall be submitted to the Owner concurrent with such requests for payment. In addition, the Architect and its Sub-Consultants shall be required to provide documentation in the form attached as "Attachment "A" herein, or form acceptable to the Owner, and by this reference incorporated herein.

9.5.2 Architects and Sub-Consultant shall be required to bill on not less than a monthly basis, and in no event shall the Architect and/or Sub-Consultant bill for services and costs more than ninety (90) days after the expense has occurred, otherwise such cost shall not be considered by the Owner.

ARTICLE 10

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

10.1 An Initial Payment of ten dollars (\$10.00) shall be made upon execution of this Agreement and credited to the Owner as part of the Lump Sum Fee for Basic Services.

10.2 BASIC COMPENSATION

10.2.1 For Basic Services, as described in Article 2, and any other Conditions or Services included in Article 10 as part of Basic Services, Basic Compensation shall be computed as follows:

Lump Sum Fee for Basic Services: \$ SEE SHORT FORM AGREEMENT

10.2.2 Where compensation is based on a lump sum, progress payments for Basic Services shall be made in accordance with that work which is completed and to the Owner's satisfaction.

10.3 COMPENSATION FOR ADDITIONAL SERVICES

10.3.1 For project representation beyond Basic Services, compensation shall be computed as follows: Compensation shall be in accordance with the School Board approved Fee Schedule and subject to the Owner's desired level of representation.

10.3.2 Services of the Architect, authorized by the Owner and beyond the Basic and Additional Services outlines herein, shall be compensated in accordance with the hourly rate sheet provided herein.

10.3.3 Services of the Architect's Sub-Consultants authorized by the Owner and beyond the Basic and Additional Services outlined herein, shall be compensated in accordance with the hourly rate sheet attached herein for such services plus a multiple of 1.10 items the amounts billed to the Architect for such services.

10.4 REIMBURSABLE EXPENSES

10.4.1 For reimbursable expenses, the Architect shall be compensated for such expenses plus a multiple of 1.10 times the amount incurred by the Architect for such expenses.

ARTICLE 11

INSURANCE REQUIREMENTS

11.1 Additional Services included within Basic Services and included within Basic Compensation are outlined as follows:

11.2 As a part of Basic Services, the Architect shall, throughout the period covered by this Agreement, carry Professional Responsibility Insurance for their practice and provide the Owner with a copy of the Certificate of Insurance before final execution of the Agreement can occur. The Architect shall maintain said insurance in an amount not less than those outlined below. Notwithstanding the deductible amount, the Architect remains liable to the Owner for any damages. The Architect shall deliver the "Certificate of Insurance" (Acord Form) within ten (10) notice days of intended Board action, demonstrating that the required coverage is bound by an Insurance Company B+ V or higher rated approved by the Insurance Commission to do business in the State of Florida. Said certificate shall also provide thirty days (30) prior

written cancellation notice or any other change to the Owner. The policy shall include a discovery period for reporting claims of not less than 60 months from the completion of services.

11.3 Also as a Basic Service, the Architect shall maintain automobile liability insurance with limits of not less than \$1,000,000 per occurrence for bodily Injury and Property Damage for hired and non-owned vehicles. The Architect shall also maintain General Liability Insurance in an amount not less than \$1,000,000 and Statutory Workers' compensation and Employer's Liability insurance with limits not less than \$100,000 per accident. The Architect shall submit certificates of insurance to the Owner upon execution of this Agreement demonstrating that the required coverage is bound.

11.4 The Architect shall perform no services under this Agreement until the Owner has approved the certificates of insurance, policy or policies, and/or endorsements required under Articles 11.

11.5 The Architect shall provide the owner with copies of all subcontracts or agreements between the Architect and its Sub-Consultants. The Architect shall include in each such subcontract or agreement the following provisions:

- a) Each Sub-Consultant shall provide the insurance coverages specified in Article 11; and
- b) Each Sub-consulting Engineer agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Agreement, and if the Sub-Consultant agreement provides for arbitration of disputes, it will except from the scope of the arbitration agreement any claims, demands, causes of action, or disputes which relate to or arise from, in whole or in part alleged professional malpractice, errors or omissions by such Engineer; and
- c) Each Sub-Consultant agreement shall provide for a waiver of subrogation by the Architect, unless or until the Owner has been fully compensated for any damages alleged to have been caused or contributed to, in whole or in part, by such Sub-Consultant.

11.6 The Architect shall provide the Owner with copies of each of the Architect's Sub-Consultants certificates of insurance, policies and/or endorsements upon the execution of each individual Sub-Consultant agreement.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement the day and year first written above.

PROJECT NAME: ARCHITECTS ON CONTINUING AGREEMENT

PROJECT NUMBER: N/A

ARCHITECT:

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

TERCILLA, COURTEMANCHE ARCHITECTS, INC.
Name of Corporation

Monroe Benaim
Chairperson - MONROE BENAIM, M.D.

By: RENE TERCILLA PRES.
Name (print) Title

12/16/09
Date

[Signature] 12-4-09
Signature Date

Attest: Gina Tercilla Sec/Treas.
Name (print) Title

[Signature]
Superintendent - ARTHUR C. JOHNSON, Ph.D.

[Signature] 12-4-09
Signature Date

12/16/09
Date

Approved As To Legal Form And Sufficiency:

Kathelyn Jacques-Adams
cn=Kathelyn Jacques-Adams, c=US, o=SDPBC, ou=Office of the
Chief Counsel, email=jacquesadamsk@palmbeach.k12.fl.us
Architects on Continuing Agreement, Tercilla, Courtemanche
Architects, Inc., Project No. N/A
2009 12 03 16:16:35 -05'00'

Attorney to the Board

Date

(Corporate Seal)

EXHIBIT E

**SCHOOL BOARD of PALM BEACH COUNTY, FLORIDA
SHORT FORM AGREEMENT**

This Short Form Agreement further delineates the services referenced in the current Standard Form of Agreement between the Architect and the School Board of Palm Beach County, Florida, and hereby incorporates all terms and conditions of the Board Agreement. THE SHORT FORM AGREEMENT WILL NOT BE APPROVED UNLESS ALL INFORMATION IS PROVIDED.

Project Name/Location:			
School District Project #:			
Description of Project and Scope of Work: (<u>Use, back</u> , if more space is necessary)			
Basic Services - Lump Sum Fee Amount: \$ _____ <u>or</u>			
Hourly Not-To-Exceed Amount (If Applicable): \$ _____			
MAXIMUM CONSTRUCTION COST: \$ _____			
M/WBE - SUB-CONSULTANT UTILIZATION -if not required per Scope of Work, indicate N/A and state reason. (The Board is committed to achieving 15% M/WBE-participation on each project.)			
FIRM(S)	AGREEMENT SERVICE	EST. FEE	% OF TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Project Schedule (<i>Specify milestone tasks and completion dates</i>)			
<u>TASK(S)</u>	<u>TASK COMPLETION DATE(S)</u>		
_____	_____		
_____	_____		
_____	_____		
The following attachment is hereby made part of this SHORT FORM AGREEMENT:			

Reviewed and Approved by:

Project Field Representative/Projects Coordinator _____ Date

Senior Projects Administrator _____ Date

Department Director/Representative _____ Date

Director of Purchasing Department _____ Date

Architect: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Email Address: _____

Authorizing Signature: _____ Date _____

COMPANY SEAL

EXHIBIT F

SCHOOL BOARD OF PALM BEACH COUNTY

ARCHITECTS ON CONTINUING AGREEMENT

FEE SCHEDULE

<u>SERVICE PROVIDED</u>	<u>HOURLY FEE</u>
PROFESSIONAL ARCHITECT SERVICE	
Principal	\$200.00
Professional Architect	\$150.00
Project Architect	\$110.00
Associate Architect	\$85.00
TECHNICAL SERVICE	
Field Representative	\$80.00
Specification Writer	\$50.00
CADD, DRAFTING AND WORD PROCESSING SERVICES	
CADD Operator with machine	\$65.00
Clerical	\$45.00
Draftsman	\$50.00

Compensation shall be subject to the Owner's desired level of representation

The School Board of Palm Beach County, Florida

All hourly rates are inclusive of those items reflected in Basic Services of the Owner/Architect Agreement.