

AGREEMENT BETWEEN DESIGNING ARCHITECT
AND THE DISTRICT BOARD OF TRUSTEES
OF PALM BEACH STATE COLLEGE

THIS AGREEMENT, made this ___ day of _____, 2013, is between the DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, 4200 Congress Avenue, Lake Worth, Florida 33461, the OWNER, and

the ARCHITECT. It is the intention of the Owner for one year following the date of this Master Agreement to implement various architectural projects as further defined in a Short Form Agreement for each project. Projects shall include repairs, renovations, and alterations on which the Project Cost, as defined in Article IV, does not exceed \$2,000,000.

The Owner and Architect agree as set forth below:

1. The Architect shall coordinate and be responsible for all projects handled under this Master Agreement. Architect shall furthermore provide professional services for each project in accordance with the terms and conditions of this Master Agreement.
2. For time, services, and cost expended and chargeable to a specific project, the Owner shall compensate the Architect, in accordance with the terms and conditions of this Master Agreement.
 - A. A percentage of the Project Cost:
 1. For basic services and eligible alternates or change orders on the project, as described in Articles I and VII, on projects which have a project cost, as defined in Article IV, of more than \$50,000.
 2. For re-use of plans and specifications, as described in Article VII, on projects which have a project cost, as defined in Article IV, of more than \$50,000.
 - B. A multiple of Direct Personnel Expense (DPE):
 1. For basic services and eligible alternates or change order on the project, as described in Articles I and VII, on projects which have a project cost, as defined in Article IV, of \$50,000 or less.
 2. For re-use of plans and specifications, as described in Article VII, on projects which have a project cost, as defined in Article IV, of \$50,000 or less.
 3. Services of any outside consultants, if required, at a multiple of one and two tenths (1.2) times the amounts billed to the Architect for such services.
 4. When a multiple of DPE is the basis for billing, principals' time shall be billed at a rate not to exceed \$_____ per hour. No multiple shall be applied to the principals' rate.
 5. Employees time (other than principals) at a multiple of 3.00 times the employee's direct personnel expense.

- a. Administrative: \$_____ per hour
 - b. Project Manager: \$_____ per hour
 - c. Technical Personnel #1: \$_____ per hour
 - d. Technical Personnel #2: \$_____ per hour
 - e. Staff: \$_____ per hour
6. Reimbursable Expenses:
- a. Reimbursement for the reproduction of drawings and specifications excluding copies for Architect's office use.
 - b. Reimbursement for other actual expenditures made by the Architect, his employees, or his consultants in the interest of the project, upon prior approval and authorization by the Owner.
7. The times and further conditions of payment shall be as described in Article VII.
8. Anything to the contract herein notwithstanding, it is specifically understood and agreed that any furniture or nonbuilt-in equipment directly obtained by the Owner shall not have the cost thereof included in the project cost insofar as the Architect's fee shall be concerned.

I. THE ARCHITECT'S BASIC SERVICES

The Architect's services shall comply with Florida Statutes Chapter 1013 of Title XLVIII and he shall comply with all requirements and directives issued by the State Department of Education and the Owner.

A. Schematic Design Phase (Phase I)

- 1. The Architect shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.
- 2. The Architect shall prepare a Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Owner.
- 3. The Architect shall submit to the Owner a Statement of Probable Project Cost based on current area, volume, and other unit costs. The cost shall be approved by the Owner before the Architect proceeds. Alternately, if a Construction Manager has been hired for the Project, the Architect will review the Statement of Probable Cost as prepared by the Construction Manager.
- 4. Architect will prepare and issue conference notes on all meetings attended by Architect which conference notes shall be distributed within a reasonable

period following each conference with copies to those in attendance at the conference. Conference notes shall not in any manner alter or modify the terms and conditions of the Agreement but rather shall be used to avoid misunderstandings and to as accurately as possible reflect the history of the meeting and the progress of the project.

B. Design Development Phase (Phase II)

1. The Architect shall prepare from the approved Schematic Design, the Design Development Documents consisting of plans, elevations, sections and other drawings, and outline specifications, to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, materials and such others as may be required.
2. The Architect shall submit to the Owner a further Statement of Probable Project Cost. If requested, cost shall be broken down into architectural, mechanical and electrical costs. Alternately, if a Construction Manager has been hired for Project, the Architect will review the Statement of Probable Construction Cost as prepared by the Construction Manager.
3. The Architect shall submit four (4) sets of completed Design Development Documents for approval by the Owner and the State Department of Education, if required by the Owner, at no cost to the Owner.

C. Construction Documents Phase (Phase III)

1. The Architect shall prepare from the above approved Design Development Documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required, for the architectural, structural, civil, mechanical, electrical, service-connected equipment, site work, and the necessary bidding information, general and supplementary conditions of the Contract.
2. The Architect shall advise the Owner of any adjustments to previous statement of Probable Project Cost indicated by changes in scope requirements or general market conditions. Alternately, if a Construction Manager has been hired for the Project, the Architect will review the Statement of Probable Construction Cost as prepared by the Construction Manager.
3. The Architect shall submit copies of completed construction documents for the approval of the Owner, the Permitting Authority having jurisdiction, and the State Department of Education, if required by the Owner.
4. The Architect shall furnish four (4) complete sets of drawings and specifications to the Owner. The Owner shall reimburse the Architect for reproduction of drawings and specifications as defined in Article VI. The Architect shall reproduce drawings and specifications as required by the Owner.

D. Bidding Phase:

When the Project is to be hard-bid, the Architect, following the Owner's and the State Department of Education's approval of the construction documents, and latest statement of Probable Project Cost, shall assist the Owner in obtaining bids and in awarding and preparing construction contracts.

E. Construction Phase-Administration of the Project Contract:

1. The Architect shall provide all necessary administration of the project contract as set forth in the General Conditions and the extent of his duties and responsibilities and the limitations of his authority thereunder shall not be modified without his written consent.
2. The Architect shall at all times have access to the work wherever it is in preparation or progress.
3. The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor or Construction Manager shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.
4. The Architect shall make periodic visits to the site as required to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. On the basis of his onsite observations as an Architect, he shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor. The Architect shall not be required to make exhaustive or continuous onsite inspections to check the quality and quantity of the work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Architect shall advise the Owner in writing of any omissions, substitutions, defects, and deficiencies noted in the work of the contractors, and the steps being taken to correct the same, provided, however, that nothing herein contained shall be construed as a guarantee by the Architect that the Contractor or Construction Manager has carried out the work in accordance with the contract documents.
5. Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor or Construction Manager and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Paragraph 4 above, and on the date comprising the Application for Payment, that the work has progressed to the point indicated, and is acceptable, that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any

subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment); and that the Contractor or Construction Manager is entitled to payment in the amount certified. By issuing a Certificate of Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor or Construction Manager has used the moneys paid on account of the control sum.

6. The Architect shall be, in the first instance, the interpreter of the requirements of the contract documents and the impartial judge of the performance thereunder by both the Owner and Contractor or Construction Manager. The Architect shall make decisions on all claims of the Owner or Contractor or Construction Manager relating to the execution and progress of the work and on all other matters or questions relating thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the contract documents.
7. The Architect shall provide a Notice of Non-Compliance to the Contractor or Construction Manager for any portion of work not constructed in conformance with the contract documents. The notice shall indicate the work that is in place and the non-conformance to specific articles of the contract requirements. The Owner, after receipt of the Notice of Non-Compliance, may take appropriate action to resolve the matter including, if necessary, to direct the Architect to issue a stop work order. The Architect shall, upon receiving such direction of the Owner, require the Contractor or Construction Manager to stop the work. The Architect shall not be liable to the Owner for the consequences of any decision made by the Owner to exercise the option of issuing the Contractor or Construction Manager a notice to stop the work.
8. The Architect shall review and approve shop drawings, samples, schedules, and other submissions for the Contractor or Construction Manager only for conformance with the design concept of the project and for compliance with the information given in the contract documents.
9. The Architect shall prepare change orders as may be required.
10. The Architect shall upon completion of the project, conduct a substantial completion inspection and prepare a punch list. He shall then determine the date of substantial completion and certify same to the Owner.
11. The Architect shall, upon final completion of the project, including correction of the discrepancies on the punch list, prepare a Certificate of Final Inspection (State Department of Education OEF 209) and submit to the Owner. The Architect shall furnish such other certificates as may be required by state laws and regulations.
12. The Architect shall review written guarantees, bonds, related documents and final requisition assembled by the Contractor or Construction Manager and shall submit them to the Owner. The Architect shall not be responsible for

the acts or omissions of the Contractor or Construction Manager, of any Subcontractor or any of the Contractor's or Construction Manager's or Subcontractor's agents or employees, or any other persons except as provided herein.

13. The Architect shall, at least once every two weeks during the course of construction, submit written progress reports to the Owner or his designated representative.
14. The Architect shall, at completion of the project, certify that, to the best of his knowledge, the project has been constructed in accordance with the working drawing prints, specifications and approve change orders and in compliance with the Florida Statutes Chapter 1013 of Title XLVIII.
15. The Architect shall, at the completion of the project, furnish to the Owner, two new sets of working drawing prints showing the project "as-built" and copies of AutoCAD Disc (DWG Format) showing final documents.
16. The Architect shall accompany the Owner's representative on an inspection of the project at a date not less than thirty days prior to the date of expiration of the Contractor's or Construction Manager's one-year guarantee, for the purpose of preparing a list of deficiencies that the Contractor or Construction Manager is to correct under the conditions of the warranty and guarantee.
17. The Construction Phase will commence with the award of the construction contract or the actual start of construction and will terminate when the Architect performs the inspection of the project at outlined in I.E.16.

F. Professional Liability Insurance

1. The Architect shall, throughout the period covered by this Agreement carry professional liability insurance with a limit of liability of \$1,000,000. The deductible provision of said insurance shall not exceed \$10,000. The actual amount of required insurance coverage and deductible shall be negotiated at the time of the contract with the individual architect, engineer, planner or firm. In all cases, professional liability insurance shall comply with the limits set forth in Board Rule 6Hx-18-4.56. At the time of execution of this Agreement, the Architect shall deliver a certificate from his insurance company, acceptable to the Owner and licensed to do business in the State of Florida, showing that said insurance is in force and giving thirty days prior cancellation notice or notice of any other change.
2. In addition to furnishing the Certificate of Insurance required by this contract, the Architect shall execute the Truth in Negotiation and Contingency Fee Certificate attached hereto; provided, however, that the Certificate of Insurance need not be furnished until such time as the Owner has given the Architect notice to proceed with this contract.

G. Consulting Engineer:

1. Professional Engineers registered in the State of Florida, and acceptable to the Architect and the Owner shall be retained by the Architect, at his expense, as his agents for the civil, mechanical, structural and electrical portions of the project. The Architect shall require engineer participation in the various phases of the Architect's services and shall require the engineer to be professionally responsible for engineering services. The Architect shall specifically require the engineer to visit the work under construction as often as necessary to guard against defects and deficiencies in the construction of the work for which he is responsible.

H. Project Representation Beyond Basic Services:

1. If more extensive representation at the site than is described in Section I.E, Paragraphs 1 through 16, inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more full-time project representatives to assist the Architect.
2. Such full-time project representatives shall be selected, employed and directed by the Architect, with the Owner's approval, and the Architect shall be compensated therefore as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement. (May not apply to this contract.)
3. The duties, responsibilities and limitations of authority of such full-time project representatives shall be set forth in an exhibit appended to this Agreement.
4. Through the on-site observations by full-time project representatives of the work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the work, but the furnishing of such project representation shall not be construed to mean that the Architect guarantees the work of the Contractor or Construction Manager, nor shall the Architect be responsible for construction means, techniques, sequences, procedures, safety precautions or programs.

II. THE ARCHITECT'S ADDITIONAL SERVICES

- A. The following services are not covered in Part I-A through I-G. If any of these additional services are authorized by the Owner, they shall be paid for by the Owner as herein after provided. The Architect shall notify the Owner in writing before beginning additional services and shall receive written approval for these services from the Owner.

1. Providing special analyses of the Owner's needs, and programming beyond the typical requirements of the project.
2. Providing financial feasibility or other special studies.

3. Providing planning surveys, site evaluations, or comparative studies of prospective sites.
4. Making measured drawings of existing construction when required for planning additions or alterations thereto.
5. Revising previously approved drawings, specifications, or other documents to accomplish changes not initiated by the Architect.
6. Providing detailed estimates of project costs.
7. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Part I as may be required in connection with the replacement of such work.
8. Providing professional services made necessary by the default of the Contractor or Construction Manager in the performance of the construction contract.
9. Providing contract administration and observation of construction after the contract time has been exceeded by more than twenty percent through no fault of the Architect.
10. Providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
11. Preparing change orders and supporting data where the change in the basic fee resulting from the adjusted contract sum is not commensurate with the Architect's services required.
12. Any items which arise under this Agreement which must be presented to the District Board of Trustees shall be presented to the President no less than fourteen (14) business days prior to any regular or special board meeting.
13. The Architect shall involve the Owner and have the Owner's representative present at all negotiations with governmental agencies, utility companies, et cetera.

III. THE OWNER'S RESPONSIBILITIES

- A. The Owner shall provide full information regarding his requirements for the project.
- B. The Owner shall designate a representative authorized to act on his behalf with respect to the project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.
- C. The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above the below grade, including inverts and depths.

- D. The Owner shall furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil boring values and other necessary operations for determining subsoil conditions with appropriate professional interpretations thereof.
- E. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the contract documents.
- F. The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the Contractor or Construction Manager has used the moneys paid to him under the project contract.
- G. The services, information, surveys and reports required by Part III-C through III-F inclusive, shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- H. If the Owner observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the contract documents, he shall give prompt written notice thereof to the Architect.
- I. The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.
- J. The Owner shall have the right during the term of the contract to determine the amount of the project to be completed and the determination of the Owner shall be based upon Owner's review of the budget of the project.

IV. PROJECT COST:

- A. Project cost to be used as a basis for determining the Architect's fee for all work designed or specified by the Architect, including labor, materials, and built-in equipment, shall be determined as follows, with precedence in the order listed:
 - 1. For completed construction, the total cost of all such work;
 - 2. For work not constructed or for which no award is made within two months from the date of final approval of the construction documents by the Owner, the lowest bona fide bid received from a qualified bidder; provided, however, that in no event shall the project cost under this Paragraph 2 exceed the probable project cost plus 10%;
 - 3. For work, for which bids are not received, the Architect's latest approved Statement of Probable Project Cost. In a project employing a Construction Manager, the Guaranteed Maximum Price shall be used.

- B. Project cost does not include the fees of the Architect and consultants, the cost of land, rights of way, or other costs which are the responsibility of the Owner's as provided in Parts III-C through III-F inclusive.
- C. The Statement of Probable Project Cost, as herein referred and when required, shall be approved by the Owner. Any increase or decrease in the project scope will be the responsibility of the Owner.
- D. Labor and material furnished by the Owner for the construction of the project shall be included in the project cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment to be built-in to the project furnished by the Owner or separate contractor shall be included at current market prices, except that used material and equipment shall be included as if purchased new for the project.
- E. Statements of Probable Project Cost and cost estimates when required to be prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Project Cost or other cost estimate prepared by him.
- F. If the lowest bona fide bid exceeds the estimated cost budget established by the project by more than ten (10) percent, or if the detailed cost estimate or the Statement of Probable Project Cost or the Guaranteed Maximum Price exceeds the estimated cost budget established for the project, the Owner shall (1) give written approval of an increase in the estimated cost budget, or (2) authorize rebidding the project within a reasonable time, or (3) cooperate in revising the project as required to reduce said cost, or (4) abandon project at this stage. In the case of (3) the Architect, without additional charge, shall modify the drawings and specifications as necessary to bring the construction cost within the estimated cost budget. The providing of this service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to his fees in accordance with this Agreement.

V. DIRECT PERSONNEL EXPENSE

- A. Direct Personnel Expense of employees engaged on the project includes architects, engineers, designers, job captains, typists, draftsmen and specification writers, in consultation, research and design, in producing drawings, specifications and other documents pertaining to the project, and in services during construction at the site.
- B. Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

VI. REIMBURSABLE EXPENSES

- A. Reimbursable Expenses are in addition to the fees for basic and additional services and include actual expenditures made by the Architect, his employees, or his consultants in the interest of the project for the following incidental expenses listed in the following subparagraphs.
- B. Expense of reproductions, postage and handling of drawings and specifications excluding copies for Architect's office use.
- C. If authorized in advance by the Owner, the expense of overtime work requiring higher than regular rates; perspectives or models for the Owner's use; and fees of special consultants for other than the normal required structural, mechanical and electrical engineering services.

VII. PAYMENTS TO THE ARCHITECT

- A. Payments on account of the Architect's basic services shall be as follows:

Payments shall be made monthly in proportion to services performed, as approved by the Vice President of Administration and Business Services, to increase the compensation for basic services to the following percentages of the basic fee, at the completion of each phase of the work:

- 1. Schematic Design Phase: A sum total equal to 15% of the basic fee computed upon a Statement of Probable Project Cost or the Guaranteed Maximum Price.
 - 2. Upon completion of the design development phase, and approval by Owner, a sum equal to 35% of the basic fee.
 - 3. The Owner and Architect shall agree upon a length of time for the preparation of working drawings and specifications before commencing this phase of the work. Upon completion of working drawings and specifications, and approval by Owner, a sum sufficient to increase payments to 75% of the basic fee.
 - 4. During construction, a sum sufficient to increase payment up to 90% of the basic fee. Upon final acceptance by the Owner, a sum sufficient to complete payment of 100% of the basic fee.
- B. Payments for additional services of the Architect as defined in Article II, and for reimbursable expenses as defined in Article VI shall be made monthly upon presentation of the Architect's statement of services rendered.
 - C. Payment for alternate bids required by the Owner shall be as follows:
 - 1. For additive alternates not accepted by the Owner, 75% of the basic fee computed on a statement of probable cost of additive or bona fide bid of contractor to which award is made or the Guaranteed Maximum Price, whichever is less.

2. For additive alternatives accepted by the Owner, 100% of the basic fee computed on the bona fide bid of the Contractor or Construction Manager to which the award will be made.
 3. For all deductive alternatives, the basic fee will be computed on the Probable Project Cost or Base Bid of the Contractor to which the award will be made or the Guaranteed Maximum Price, whichever is less, with no consideration given to said deductive alternates.
- D. Payment for Change Orders shall be as follows:
1. For additive change orders, 100% of the basic fee based on the amount of the change finally approved by the Owner.
 2. For deductive change orders, no deduction from the basic fee will be made.
 3. Where there are adjustments in the contract as a result of change orders, payment to the Architect will be made in the final payment due under this contract and shall be based on the amount finally approved by the Owner, not including deductive change orders.
- E. Payments for re-use of plans and specifications: When the Owner authorizes the re-use of drawings and specifications, payments to the Architect shall be made as follows:
1. For the re-use of drawings and specifications, 20% of the basic fee computed upon a reasonable estimated project cost.
 2. In addition to the above, the Architect shall be paid:
 - a. For necessary changes, as requested by the Owner, for the re-use of the drawings and specifications and for additions to the project, 100% of the costs incurred for such changes as computed in Item 2-B on Page 1.
 - b. For printing drawings and specifications, 100% of the direct cost.
 3. After bidding and before award of contract, a sum sufficient to increase payment to 25% of the basic fee.
 4. For the administration of the construction contract, a sum to increase total payments to 45% of the basic rate fee, based on the project cost as defined in Section IV.
- F. No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors or Construction Manager.
- G. If any work designed or specified by the Architect is abandoned in whole or in part, the Architect shall be paid for the service rendered on account of it. Where the

Architect is paid for service rendered on account of work abandoned or suspended, such payment shall constitute later revisions due to variation in the bidding at such time as the project may be reinstated; except that the basic fee as applying to remaining services to be rendered under this contract shall be computed as provided in this contract. Reinstatement of a project abandoned or suspended under this contract does not in itself constitute re-use of plans.

VIII. OWNERSHIP OF DOCUMENTS

- A. Drawings and specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not. They are not to be used by the Owner or Architect without written consent of each other on other projects or extensions of this project except by agreement in writing and with appropriate compensation rendered as provided in paragraph VII.

IX. SUCCESSORS AND ASSIGNS

This agreement shall be binding on the legal representatives, successors and assigns to the parties. Neither party shall assign or transfer his interest in this Agreement without written consent of the other.

X. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his fees for services performed to termination date, including reimbursable expenses then due and all terminal expense.

XI. ARBITRATION

- A. All claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall be first submitted to mediation before a Mediator agreed to by the parties. If mediations fails, all claims, disputes and other matters in question shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- B. Notice of demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- C. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

XII. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the 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.

XIII. APPLICABLE LAW

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

XIV. PERFORMANCE BY ARCHITECT

It is understood that this is a contract for professional services of the Architect hereinabove named or his qualified representative. If, for any reason, the Architect is unable to perform the services under this Agreement, the Owner shall have the right to select the architect to complete the performance of this Agreement. The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

XV. NON-COLLUSION CLAUSE

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

XVI. REPORTS, DESIGN, ETC.

All reports, schematic designs, preliminary designs, contract documents and all cost estimates accompanying them shall be presented to the Owner for acceptance or rejection.

SEAL

Witness: _____

By: _____

SEAL

THE DISTRICT BOARD OF TRUSTEES OF
PALM BEACH STATE COLLEGE

Witness: _____

By: _____
Chairperson

Approved as to form and legal sufficiency

Legal Counsel
Palm Beach State College

TRUTH IN NEGOTIATION
AND
CONTINGENCY FEE CERTIFICATE

The undersigned do hereby state under oath that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the contracting. The undersigned agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other unit costs, or the undersigned failed in any way to meet the Truth in Negotiations standards required by the agency.

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

By: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public