PROPOSED FORM OF AGREEMENT—FOR INFORMATIONAL PURPOSES ONLY

RFQ NOTICE: THIS PROPOSED FORM DISCLOSES ANTICIPATED CONTRACT TERMS ONLY. RESPONDENTS SHALL NOT SUBMIT FEES, RATES, COMPENSATION, REIMBURSABLE EXPENSES, PHASE PERCENTAGES, COMPLETED COMPENSATION EXHIBITS, OR OTHER PRICING WITH STATEMENTS OF QUALIFICATIONS. PRICING AND OTHER COMMERCIAL TERMS WILL BE REQUESTED FROM AND NEGOTIATED ONLY WITH THE HIGHEST-RANKED SELECTED FIRM PURSUANT TO SECTION 287.055(5), FLORIDA STATUTES. CONTRACT QUESTIONS OR EXCEPTIONS MUST BE SUBMITTED THROUGH THE RFQ INQUIRY PROCESS, AND NO STATEMENT OF QUALIFICATIONS MAY BE CONDITIONED ON COMPENSATION. EXHIBIT C AND EXHIBIT 2 WILL BE COMPLETED DURING NEGOTIATIONS WITH THE SELECTED FIRM. IF NEGOTIATIONS ARE UNSUCCESSFUL, OWNER MAY TERMINATE NEGOTIATIONS AND PROCEED IN ACCORDANCE WITH SECTION 287.055, FLORIDA STATUTES. THE PROVISIONS OF THIS FORM REFERRING TO SELECTION, NEGOTIATION, AWARD, OR PERFORMANCE BECOME OPERATIVE ONLY UPON THE APPLICABLE SELECTION, SUCCESSFUL NEGOTIATION, AND EXECUTION OF A FINAL AGREEMENT BY OWNER AND CONSULTANT.

PROJECT-SPECIFIC CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES

This Project-Specific Contract for Architectural and Engineering Services (this "Agreement") is entered into between the North Broward Hospital District d/b/a Broward Health, a special tax district of the State of Florida ("**Owner**"), and [AWARDED DESIGN PROFESSIONAL FIRM—INSERT FROM AWARD NOTICE], the design professional firm selected pursuant to Request for Qualifications No. 2026-0012 **("Consultant")**, as of the date of the last signature of either party to this Agreement (the "**Effective Date**"), but in no event shall the Effective Date be earlier than the date Owner executes this Agreement.

RECITALS

WHEREAS, Owner is a special tax district duly organized pursuant to the laws of the State of Florida with the authority to contract for professional design services;

WHEREAS, Owner issued Request for Qualifications No. 2026-0012 dated October 14, 2026 for Architectural Services for Broward Health Medical Center Atrium Tower Vertical Expansion pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (the "RFQ"), including all addenda issued thereto (collectively, the "**Addenda**"), a copy of which is attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein;

WHEREAS, Consultant submitted a Statement of Qualifications in response to the RFQ (the "**RFQ Response**"), a copy of which is attached hereto as **Exhibit B** and incorporated by reference as if fully set forth herein;

WHEREAS, Owner, through the qualifications-based selection process, selected Consultant from among the most qualified firms to provide architectural and engineering services for the Broward Health Medical Center Atrium Tower Vertical Expansion located at 1600 South Andrews Avenue, Fort Lauderdale, Florida (the "**Project**"); and

WHEREAS, Consultant agrees to provide project-specific architectural and engineering services for the Project, as provided in the RFQ, under the terms and conditions set forth in this Agreement and Section 287.055, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Owner and Consultant as follows:

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ARTICLE 1 AGREEMENT FRAMEWORK AND PARTY REPRESENTATIVES

§ 1.1 Agreement Framework. Owner issued Request for Qualifications No. 2026-0012 dated October 14, 2026, for Architectural Services for Broward Health Medical Center Atrium Tower Vertical Expansion ("**RFQ**"), a copy of which, together with all Addenda, is attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein. Consultant submitted a Statement of Qualifications in response to the RFQ ("**RFQ Response**"), a copy of which is attached hereto as **Exhibit B** and incorporated by reference as if fully set forth herein. Upon selection of Consultant, successful negotiation pursuant to section 287.055(5), Florida Statutes, and execution of this Agreement by both parties, Owner awards Consultant this Agreement pursuant to Consultant's RFQ Response and the qualifications-based selection and negotiation process. This Agreement consists of this Agreement itself, all its exhibits, the RFQ and documents incorporated or referenced therein, the RFQ Response, the final negotiated scope, schedule, and compensation attached as Exhibit C, Amendments to any of the foregoing, and other documents or items necessary for the proper execution and completion of the Basic Services or Additional Services.

§ 1.1.1 Definitions; Order of Precedence. "**Contract Documents**" means this Agreement, its exhibits, the RFQ, the Addenda, the RFQ Response, Exhibit C, and all duly executed Amendments. "**Construction Documents**" means the drawings, specifications, and other Instruments of Service prepared by Consultant for construction of the Project. "**Amendment**" means a written instrument expressly identified as an amendment to this Agreement and signed by Consultant and by an Owner representative with signatory authority under Owner's Procurement Code and policies. "Guidance" means the Broward Health Project Architect Emerging Firm Development Initiative Guidance incorporated into the RFQ through the applicable Addendum. "Initiative" means the project-based collaboration and professional-development requirement described in the Guidance and Section 12.11A. "Protégé Firm" means the emerging architectural professional design firm identified in the RFQ Response to receive meaningful development opportunities and Project exposure through the Initiative; engineering and other non-architectural Sub-consultants are not eligible Protégé Firms. In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence shall apply: (1) Amendments, in reverse chronological order; (2) this Agreement, excluding its exhibits; (3) Exhibit C; (4) the Addenda, in reverse chronological order; (5) the RFQ; and (6) the RFQ Response. Notwithstanding the foregoing, where the Contract Documents conflict as to the scope, standard, or quality of the Services, the provision requiring the greater scope or higher standard shall control. No assumption, exclusion, qualification, limitation of liability, or other condition contained in the RFQ Response shall bind Owner unless expressly restated in Exhibit C or an Amendment.

§ 1.1.2 Project Scope and Authorization. Consultant shall perform the services for the Project set forth in the RFQ and in the final negotiated scope, schedule, deliverables, and compensation attached hereto as **Exhibit C**. Consultant shall not commence services until Owner issues written notice to proceed. Any material change to the Project scope, schedule, deliverables, or compensation must be authorized by a written Amendment signed by authorized representatives of both parties. No direction by an Owner employee or representative may contradict or waive this Agreement or increase compensation unless incorporated into such an Amendment executed by an authorized Owner representative with signatory authority.

§ 1.1.3 Design Standards. Consultant shall comply with the requirements of this Agreement, including without limitation the requirements set forth in the RFQ and applicable Facility Guidelines Institute ("FGI") standards. Consultant shall comply with the FGI Guidelines or FGI Facility Code applicable to the Project and all requirements of AHCA, The Joint Commission, NFPA, applicable building codes, and other authorities having jurisdiction.

§ 1.2 Term. This Agreement shall commence on the Effective Date and continue through final completion and closeout of the Project, as reasonably determined by Owner, unless earlier terminated pursuant to the terms hereof. Consultant's obligations that by their nature extend beyond final completion or termination shall survive. The performance schedule and interim milestones shall be set forth in Exhibit C and may be modified only by written Amendment or other written authorization permitted by this Agreement.

§ 1.3 Owner's authorized representative for the Project shall be the individual identified below, as the same may be amended by Owner from time to time by written notice.

Owner's Project Representative designated by Owner in written notice,
North Broward Hospital District d/b/a Broward Health
1800 NW 49th Street,
Fort Lauderdale, FL 33309
Email: As designated by Owner in written notice
Phone: As designated by Owner in written notice

§ 1.3.1 Owner may designate additional representatives authorized to act on behalf of Owner with respect to designated aspects of the Project; however, no such representative may amend this Agreement or authorize additional compensation except as expressly provided herein.

§ 1.4 Consultant's authorized representative for this Agreement shall be the individual identified as the authorized signatory on Consultant's executed signatory page submitted with Consultant's acceptance of this Agreement. Consultant's contact information, including address, phone number, and email, shall be as provided on Consultant's signatory page and as may be updated by Consultant in writing from time to time.

§ 1.4.1 Consultant shall identify a project manager authorized to act on behalf of Consultant with respect to the Project and shall not replace that project manager or other key personnel identified in the RFQ Response without Owner's prior written approval.

ARTICLE 2 PROJECT SCOPE, CONTRACT DOCUMENTS, AND AUTHORIZATION

§ 2.1 This Agreement applies solely to the Broward Health Medical Center Atrium Tower Vertical Expansion Project. The Project generally consists of an approximately 64,100-square-foot, three-story addition to the existing Atrium Patient Tower at 1600 South Andrews Avenue, comprising the sixth, seventh, and eighth floors and approximately ninety acute-care beds, together with associated support, common, building-system, infrastructure, reinforcement, phasing, and enabling work described in the RFQ and Exhibit C. The description in this Section is not a limitation on Consultant's obligation to provide all services reasonably inferable from the Contract Documents and necessary for a complete Project design.

§ 2.2 Consultant shall perform the services set forth in the Contract Documents and the final negotiated scope, schedule, deliverables, and compensation attached hereto as Exhibit C. Consultant shall begin Services only upon Owner's written notice to proceed and shall perform in accordance with the approved Project schedule.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

§ 3.1 Services and Standard of Care. Consultant's services include all work and actions pursuant to and reasonably inferable from this Agreement, the RFQ, the Addenda, the RFQ Response, and Exhibit C, together with any Additional Services or other services authorized by a written Amendment executed in accordance with this Agreement (collectively, "**Services**"). All Services, including those added by Amendment, shall be subject to the terms and conditions of this Agreement. Consultant shall perform its Services consistent with the professional skill and care ordinarily provided by design professionals having the same design discipline as Consultant and practicing in the same or similar locality under the same or similar circumstances and on projects of similar scope and complexity (the "**Standard of Care**"). For this healthcare facility Project, the Standard of Care shall include compliance with all applicable healthcare design standards and regulations. Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services. Except as otherwise expressly provided in this Agreement or Exhibit C, Consultant shall furnish, at its sole cost and as part of the compensation for the Services, all personnel, salaries, wages, benefits, supervision, Sub-consultants, materials, equipment, software, facilities, and other labor, goods, and services necessary to perform and complete the Services in accordance with this Agreement and Exhibit C. Consultant shall include all necessary items for the proper completion of such Services, according to the Standard of Care, for the design of a fully functional facility which, when constructed in accordance with the Construction Documents, will be capable of being used by Owner for its intended purpose. Consultant shall be responsible, in accordance with the Standard of Care, for specifying products that are suitable for their intended purposes and capable of obtaining all necessary product approvals. Consultant's obligations under this Agreement include the professional design and specification of all systems, products, and components necessary for a complete and functional Project. To the extent any deficiency in the facility's functionality or suitability results from Consultant's failure to meet the Standard of Care, including errors, omissions, or inadequate specifications, Consultant shall be liable to Owner for all resulting damages. Consultant's obligations hereunder do not constitute strict liability warranties for matters beyond Consultant's professional control, including contractor means and methods, workmanship defects, or product manufacturing defects, provided that Consultant has met the Standard of Care in the design and specification of such work and products.

§ 3.2 Errors and Omissions. Consultant is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Services required under this Agreement (including the Services performed by Sub-consultants), within the specified time period and specified cost. Consultant shall coordinate with Owner's other consultants and shall be responsible for identifying and notifying Owner of any deficiencies, conflicts, or quality issues in services performed by Owner's other consultants that Consultant discovers or reasonably should discover in the course of performing its Services. Consultant and its Sub-consultants are responsible for and represent that the Services conform to Owner's requirements as set forth in the Agreement. Consultant shall be and remains liable to Owner for all damages to Owner caused by Consultant's acts, errors or omissions in the performance of the Services. In addition to all other rights and remedies which Owner may have, Consultant shall, at its expense, re-perform the Services to correct any deficiencies which result from Consultant's failure to perform in accordance with the Standard of Care or the design-to-budget requirements of Section 4.1.3. Consultant shall also be responsible for the costs and impact to the Project of the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such errors, omissions, or negligence in the performance of Consultant Services for the period set forth in Section 95.11(3)(b), Florida Statutes, as amended. This responsibility includes, without limitation, all costs of redesign, reconstruction, replacement, and any delays or disruptions to Owner's operations caused by such deficiencies. Owner shall notify Consultant in writing of any deficiencies and shall approve the method and timing of the corrections, but Owner's failure to provide such notification shall not relieve Consultant of any liability for any deficiencies. Neither Owner's inspection, review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to relieve Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of Owner's rights under this Agreement or of any cause of action arising out of the performance of the Agreement. Consultant and its Sub-consultants shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by any failure of Consultant or its Sub-consultants to comply with the terms and conditions of this Agreement and/or by Consultant's or Sub-consultants' willful misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of Services by Sub-consultants, Consultant shall, in approving and accepting such Services, confirm the professional quality, completeness, and coordination of Sub-consultant's Services with the services of Consultant, other Sub-consultants and Owner's consultants.

§ 3.3 Delays. Should Consultant fall behind the approved schedule, Consultant shall submit for review and approval a modified schedule exhibiting the process that will be used to make-up the lost time and complete the milestone and/or Project in the agreed duration. If Consultant is delayed in performing any obligation under this Agreement due to Force Majeure, Consultant shall request a time extension from Owner's Representative within five (5) working days of the occurrence of the Force Majeure event. Any time extension as a result of a Force Majeure shall be subject to mutual agreement and shall not be cause for any claim by Consultant for extra compensation unless additional services are required as a result of the Force Majeure. "**Force Majeure**" is an occurrence which has a direct material, adverse effect on Consultant's performance of this Agreement, and which, by the exercise of due diligence, could not be avoided by Consultant. Such acts or events do not include inclement weather (except for hurricanes or named tropical storms affecting the project location), economic conditions, labor disputes involving Consultant or its Sub-consultants, failure of Consultant's suppliers or Sub-consultants to perform, or the acts, errors or omissions of Consultant, Sub-consultants/subcontractors, or anyone for whom they are responsible. Force Majeure also does not include Consultant's inability to obtain labor, materials, or equipment at the anticipated cost.

§ 3.4 Sub-consultants. All services provided by the Sub-consultants shall be consistent with the commitments made by Consultant in its RFQ Response and during the qualifications-based selection process, including any discussions or oral presentations. Such services shall be pursuant to appropriate agreements between Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between Owner and the Sub-consultants. Consultant shall not change any Sub-consultant without prior written approval by Owner in response to a written request from Consultant stating the reasons for any proposed substitution. For a Sub-consultant other than the Protégé Firm, the request shall demonstrate that the proposed substitute Sub-consultant possesses equal or superior qualifications, experience, and capabilities as the original Sub-consultant. Owner shall have sole discretion to approve or reject any proposed substitute Sub-consultant. In the event a Sub-consultant becomes unavailable due to bankruptcy, loss of licensure, death, disability, or other circumstances, Consultant shall promptly notify Owner and propose a qualified substitute for Owner's approval, which approval shall remain at Owner's sole discretion. Replacement of the Protégé Firm remains subject to Owner's prior written approval and the specific replacement or written waiver or adjustment procedure in Section 12.11A; a proposed replacement Protégé Firm must be reasonably suitable for the Initiative and the Project rather than possess qualifications equal or superior to those of the original Protégé Firm. Any approval of a Sub-consultant by Owner shall not in any way shift the responsibility for the quality and acceptability by Owner of the services performed by the Sub-consultant from Consultant to Owner. Consultant shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of Owner. Consultant may employ Sub-consultants to assist Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of Consultant shall be the responsibility of Consultant and shall not be cause for any increase in compensation to Consultant. Consultant shall comply with the RFQ requirement to use Certified Small Business Subcontractors for at least ten percent (10%) of the Services and shall provide all required utilization and tracking reports. Identification or participation of a Protégé Firm under the Initiative does not itself satisfy, substitute for, or count toward that separate requirement; any fee or service qualifies for credit only under that requirement's certification, documentation, and reporting rules. The quality of services and acceptability to Owner of the services performed by such Sub-consultants shall be the sole responsibility of Consultant.

§ 3.5 Insurance. Consultant shall maintain, and shall require and ensure that its Sub-consultants maintain, at Consultant and its Sub-consultants' sole cost and expense, the following insurance until termination of this Agreement or final completion of the Project, whichever is later, and for professional liability insurance written on a claims-made basis, for a period of seven (7) years following termination or substantial completion of the Project, whichever is later. No provision in this Agreement allowing Owner to agree otherwise shall be construed to waive Owner's requirement for insurance coverage unless specifically approved in writing by Owner's Risk Management Department. If Consultant's professional liability insurance is written on a claims-made basis, Consultant shall maintain such coverage continuously throughout the term of this Agreement and the Project, and shall purchase an extended reporting period ("tail coverage") with a minimum reporting period of seven (7) years following termination or substantial completion of the Project, whichever is later. Consultant shall provide proof of such tail coverage to Owner within thirty (30) days of termination or substantial completion. These insurance requirements may only be modified by a written and signed Amendment to this Agreement. No Amendment may reduce the insurance requirements set forth in this Section 3.5 without the specific written approval of Owner's Risk Management Department. The types and limits of insurance set forth in this Section 3.5 are minimum requirements. If Consultant maintains or provides

insurance coverage with limits higher than the minimum limits specified herein, as evidenced by Consultant's Certificate of Insurance, then such higher limits shall automatically become the insurance requirements under this Agreement and shall govern for all purposes, including but not limited to Consultant's obligation to maintain such coverage and Consultant's indemnification obligations. Consultant shall furnish certificates of insurance and insurance policies to 1800 NW 49th Street, Fort Lauderdale, Florida 33309, prior to commencing any operations. Certificates and policies shall clearly indicate that Consultant has obtained insurance, in the type, amount and classifications, as required by this Agreement, and shall name North Broward Hospital District d/b/a Broward Health, its officers, directors, employees, and agents as additional insureds on all liability policies except professional liability and workers' compensation, with coverage that is primary and non-contributory to any insurance maintained by Owner. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance written notice shall be given to Owner, except that ten (10) days notice is acceptable for non-payment of premium. Consultant shall provide replacement certificates of insurance to Owner prior to the expiration of any such notice period to ensure continuous coverage. Renewed and/or additional certificates of insurance shall be provided to Owner throughout the Project as required to demonstrate continuous coverage. If the requirements set forth below with respect to insurance coverages and limits are in any way less than what is required in the RFQ, the requirements set forth in the RFQ shall control.

Discipline	Professional Liability	Commercial General Liability	Automotive Liability (owned, non-owned & leased)	Workers Compensation/Employer's liability	Umbrella
Architecture	$2 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Mechanical/Electrical	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Plumbing/Low Voltage	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Structural	$2 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Civil	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Landscape	$1 million per claim/$2 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Survey	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Geotechnical	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million

Medical Equipment	$1 million per claim/$3 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	$1 million
Estimating	$1 million per claim/$2 million aggregate	$1 million per occurrence/$2 million aggregate	$1 million	Statutory Limits/$1 million	N/A

§ 3.5.1 Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Consultant agrees to permit such inspection at the offices of Owner. Such examination by Owner shall not relieve Consultant of its liability under any other portion of this Agreement or any other agreement between Owner and Consultant.

§ 3.6 Consultant shall coordinate its Services with those services provided by Owner and Owner's consultants. Consultant shall provide prompt written notice to Owner if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.7 Consultant shall, consistent with the Standard of Care, review and verify information furnished by Owner and shall be responsible for discrepancies that Consultant identifies or reasonably should discover in performing the Services, but Consultant shall not be responsible for latent inaccuracies that could not reasonably be discovered without destructive, extraordinary, or other investigation not included in Basic Services. Without limiting the foregoing, Consultant shall review and validate the Broward Health Foundation Assessment and Expansion Feasibility Report, the Wind Tunnel Study Review Letter, and any other studies, reports, or information furnished with the Addenda, identify additional investigations required, and advance structural design activities as an early Project priority, subject to applicable contractual permissions and professional responsibilities. All final Plans/Drawings developed by Consultant, or its Sub-consultants, shall be supported by necessary background information, including calculations that verify the design, and all final Plans/Drawings shall be fully permittable through the regulatory agencies having jurisdiction over the Project.

ARTICLE 4 BASIC SERVICES

§ 4.1 General Provisions Regarding Scope of Services. Consultant shall furnish or cause to be furnished all architectural and engineering professional services required for the Project as described in the RFQ and Exhibit C. Services shall include, but are not limited to: (a) drawings/specification of not only new equipment but also to show the different phasing (temporary equipment) of the work, when applicable; (b) perform a short circuit, Arc flash study (as applicable and in coordination with the Contractor) and a power coordination study for existing and new power systems affected by the Project; (c) Arc flash analysis (as applicable and in coordination with the Contractor) and create labels for all new and existing electrical equipment affected by the Project, as required under NEC-110-16; (d) Drawings and details generated on AutoCAD compatible with Owner's system, the standard size of drawings will be 36" x 48", with hard copies at half size and letter will not be less than 1/8" H or as otherwise agreed to in writing with Owner.

§ 4.1.1 It shall be the responsibility of Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by Owner Representative. Throughout all Phases of the Basic Services, Consultant shall coordinate its Services with the services of other Owner-provided consultants. Consultant shall submit hard and electronic format (as specified herein or otherwise by Owner) copies of all documents required under each services Phase for review, comments and approval by Owner. Recognizing that the construction of other projects may affect scheduling of the construction for each Project element or components thereof, Consultant shall diligently coordinate the performance of the Services with Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. As part of providing the Basic Services, Consultant shall attend all necessary meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to Owner regarding such information discussed in meetings. These meetings may consist of regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable Consultant to coordinate its Services with, and provide information to and/or obtain information from, Owner, its Consultant and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this

Agreement and the Construction Documents. Unless otherwise directed by Owner, Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

§ 4.1.2 In addition to any specific reports called for elsewhere in the Agreement, Consultant shall submit to Owner a monthly progress report through the project management, document control, or other software platform designated by Owner from time to time (the "**Owner-Designated Platform**"), or in such other manner as directed by Owner in writing, of the status and/or results of all Services required to be performed under the Agreement. Owner may change the Owner-Designated Platform upon written notice to Consultant, and Consultant shall use the Owner-Designated Platform at no additional cost to Owner. This report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative of the progress made during the previous month and the estimated incremental and total percentages of each assigned Project element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from Consultant as to each Project element that the Project is either on schedule or the Project element is not on schedule and should the latter be stated, then Consultant shall also state the length of delay and the reasons for the delay. Consultant shall explicitly state recommendations for alleviating all delays, regardless of cause or origin, and in subsequent monthly progress reports state whether or not the delay has been alleviated. Consultant's obligation to provide recommendations and implement solutions shall apply to all delays including but not limited to those caused by Consultant, subconsultants, third parties, regulatory agencies, or Force Majeure events. Consultant shall use its professional expertise and best efforts to develop and execute comprehensive solutions for all project delays, and shall coordinate with and assist Owner in resolving delays caused by parties outside Consultant's direct control. Consultant's inability to prevent or resolve delays caused by third parties or Force Majeure events shall not relieve Consultant of its obligation to diligently pursue all reasonable measures to mitigate such delays and minimize their impact on the project schedule. Such report shall also relate the aggregate services performed to the total compensation paid and payable to Consultant hereunder for each Phase of the Basic Services as set forth in the corresponding invoice for payment.

§ 4.1.3 It is Owner's intent to execute the Project through a "design to budget" approach. Consultant is required to pause its production effort for such time as Owner or Owner Representative deems necessary to prepare cost estimates at each phase of the work including SD's, DD's, and CD's. Consultant shall examine, in detail, the estimated construction costs furnished by Owner. Should this cost verification reveal discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, Consultant shall inform Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase. In the event the construction budget, Project budget or any portion of the budget as estimated at each phase including SD's, DD's, or CD's exceeds Owner's approved budget for the Project, Consultant will work at its own cost to redesign the most current phase of work to resolve any and all budget discrepancies unless the discrepancy of the work is deemed a program increase initiated by Owner.

§ 4.2 Start of Work. No Services under this Agreement shall be performed by Consultant prior to receipt of a written Notice to Proceed ("**NTP**") from Owner. After the NTP, Consultant shall perform only the Services authorized by this Agreement and Exhibit C, as modified by duly executed Amendments.

§ 4.3 Consultant agrees to furnish or cause to be furnished all architectural and engineering professional services described in this Agreement, the RFQ, and Exhibit C, collectively designated as Basic Services, in the Phases delineated and described herein for the satisfactory completion of the Project described in all Construction Documents. Consultant shall be responsible for correction of any errors, omissions and/or ambiguities, as reasonably determined by Owner in good faith, resulting from the Services. The Basic Services include Schematic Design, Design Development, Construction Documents, bidding and coordination, Construction Administration, and Project closeout, together with Program Verification and Research/Investigation to the extent required by the Contract Documents.

§ 4.4 Program Verification and Research/Investigation Phase.

§ 4.4.1 As part of Program Verification and Research/Investigation, Consultant shall review, validate, supplement, and advance the existing feasibility, foundation, wind, and other studies furnished by Owner (collectively, the "Feasibility Study"). Consultant shall systematically assess the performance, planned outcomes, and impacts of reasonable alternatives as necessary to meet Owner's needs before selecting a final concept or developing detailed designs under any other Phase of the Basic Services. An entirely new feasibility study shall be performed only if

expressly included in Exhibit C or directed in writing by Owner as an Additional Service. Consultant shall compile a team composed of representatives from all applicable disciplines and estimators based on the scope, complexity, and size of the required review. The team members shall have the appropriate education, professional certification, experience, and skills necessary to analyze the Project and make recommendations. The Feasibility Study review shall consist of the following steps:

§ 4.4.1.1 At the initial stages of infrastructure and facilities planning, Owner will identify the broad design/development scope, goals, objectives, statutory requirements and potential problems. Consultant shall obtain and maintain records of the history, need, planning methodology, timing and issues relevant to the Project. Consultant shall develop selection criteria for ranking Project options. Consultant shall consider approaches to solving the problems and addressing the issues identified by Consultant. Consultant shall maintain records of all proposed alternatives.

§ 4.4.1.2 Consultant shall gather information on the proposed alternatives, complete functional analyses of the preliminary design concepts, and develop cost estimates. Each proposed concept shall provide estimates for life cycle costs, operational impacts, resource requirements, timing and environmental impacts. The study team will concentrate on analysis of proposed solutions, listing costs, impacts, advantages, and disadvantages associated with each option. Alternatives will be supported by sketches, notes and applicable cost estimates. Proposed alternatives shall be subjected to analytical evaluation with respect to initial versus long-term operational and maintenance costs, construction costs, timing, public safety, the environment, aesthetics, functionality, and statutory and regulatory requirements. The study team will develop benefit cost analysis, rank each option, prepare a final written report, and present its findings and recommendations to Owner. Consultant shall present all studied alternatives to Owner along with Consultant's professional recommendations and any concerns regarding each alternative.

§ 4.4.1.3 After the presentation to Owner, Consultant shall prepare a final report that will include the proposed alternatives, the selection criteria, and the option accepted by Owner, and provide copies of the final report to Owner.

§ 4.4.2 As part of Program Verification and Research/Investigation, Consultant shall conduct a Value Analysis/Engineering study (the "**VA/E Study**"). Consultant shall compile a team to conduct the VA/E Study composed of representatives from all applicable disciplines and estimators based on scope, complexity and size of the study. The team members shall have the appropriate education, professional certification, experience and skills necessary to analyze the Project and make recommendations. The VA/E Study shall consist of the following steps:

§ 4.4.2.1 The VA/E Study will focus on the alternative selected by Owner pursuant to the Feasibility Study procedures set forth herein. At the start of the VA/E Study, Consultant will make a presentation to the VA/E team about the Project and the alternative selected by Owner pursuant to the Feasibility Study procedures set forth herein. The presentation shall narrate the Project history, need, planning, methodology, timing, input procedures, and other considerations contemplated during the Feasibility Study.

§ 4.4.2.2 The VA/E team shall then gather information and perform a functional analysis of the design document/cost estimate development portion of the Project. The VA/E team will concentrate its efforts on the identification of high costs, time constraints, or other challenges in the Project. During the creative phase of the VA/E Study, the VA/E team shall take a "second look" at all documents and reports gathered, maintained and generated during the Feasibility Study and identify the alternate systems, products, or construction methods that could perform the Project with improved functionality, lower initial costs and/or operational costs, or both. Proposed alternates are subjected to analytical evaluation for initial versus long-term operational and maintenance costs. The final list of suggested alternatives includes the development of these proposed alternatives supported by sketches and applicable cost estimates.

§ 4.4.2.3 Consultant shall make a final presentation of the VA/E team's findings and recommendations to Owner. This presentation shall include a written report for each value analysis alternative with the following data: the identified item, cost as designed, cost of alternate design, initial cost savings, life cycle cost savings, advantages, disadvantages, redesign requirements and discussion on the item considered. Consultant shall not withhold from disclosure or presentation any of the studied alternatives, but shall express any objections or concerns to any alternatives to Owner for potential resolution during the presentation. After the presentation, Consultant shall prepare

a final report that will include the proposed alternatives, the selection criteria, and the option accepted by Owner, and provide copies of the final report to Owner.

§ 4.4.3 In addition to any cost or budget estimates provided during the Feasibility Study and the VA/E Study, Consultant shall submit estimates of the Construction Cost broken down in accordance with the current edition of the Construction Specifications Institute (CSI) Master Format ("**Probable Construction Cost**"). If estimates do not align with Owner's budget, Consultant shall re-design to get the estimates into alignment with Owner's budget. This shall be done at no additional compensation to Consultant. The estimates are to be prepared by a professional construction estimator. Compensation to the professional construction estimator shall be the sole responsibility of Consultant and shall be considered part of Consultant's compensation for Basic Services. As part of its Probable Construction Cost, Consultant shall assist Owner in identifying Project elements that are eligible for Federal/State grant-in-aid participation. Consultant shall develop schedules reflecting same, assist in reviewing applications prepared by Owner and Owner Representative, and attend meetings with grant agencies as required. Consultant's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Unless approved otherwise by Owner, no further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided to bring the cost within the Project Budget limitations and without further compensation to Consultant.

§ 4.4.4 The Basic Services relate to the existing BHMC Atrium Tower and prior conceptual, structural, and wind-related studies. Based upon the information, preliminary budget, design guidelines, approved Space Program, and other documents furnished by Owner, Consultant shall verify the accuracy, adequacy, and applicability of available existing information for the Project. Such verification shall include but not be limited to the following areas:

§ 4.4.4.1 Consultant shall, consistent with the Standard of Care and based on reasonable access to the Project and available information, examine the existing Program and other information, including narratives, drawings or outlines furnished by Owner, and shall confirm Owner's requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, and the completeness of the existing Program. Consultant agrees to accept and use the Program as provided by Owner for the Project. Consultant shall be responsible for reviewing the Program and identifying errors, inconsistencies, or ambiguities that are reasonably discoverable, and shall provide written notice to Owner of such matters within fifteen (15) days of receipt. Consultant's review of the Program shall not relieve Consultant of responsibility for errors, inconsistencies, or ambiguities that Consultant identifies or reasonably should identify under the Standard of Care. Owner makes no representations or warranties regarding the accuracy or completeness of the Program; provided, however, that Consultant shall not be responsible for latent conditions or information requiring destructive or extraordinary investigation unless such investigation is expressly included in Basic Services. As part of the programming verification and development, Consultant shall specifically address and coordinate the following program elements to ensure comprehensive facility planning, including with respect to but not limited to the following: (a) Consultant shall identify, coordinate, and incorporate all security needs including but not limited to access control systems, surveillance equipment placement, secure zones designation, key card reader locations, emergency communication systems, and integration with existing security infrastructure; (b) Consultant shall coordinate furniture placement and spatial requirements for all furniture, fixtures, and equipment, including built-in elements, moveable furniture, specialized equipment mounting requirements, and clearance zones for operational and maintenance access; (c) Consultant shall identify and coordinate placement requirements for all major and minor equipment including but not limited to medical equipment, laboratory equipment, kitchen equipment, mechanical equipment, and any specialized operational equipment. This coordination shall include utility requirements, structural support needs, access requirements, and operational clearances; (d) Consultant shall coordinate all IT and telecommunications requirements including data/communication pathways, server room requirements, network equipment placement, telecommunications distribution, audiovisual systems, nurse call systems, and integration with existing IT infrastructure; (e) Consultant shall identify locations and requirements for art installations, donor recognition elements, wayfinding graphics, and other aesthetic program elements, including structural support requirements, lighting considerations, and security provisions; (f) Consultant shall develop a comprehensive signage program including exterior identification, interior wayfinding, regulatory signage, room identification, emergency egress signage, and digital display systems, coordinating mounting methods, power requirements, and compliance with accessibility standards; (g) Consultant shall coordinate these program elements with all design disciplines and shall ensure that spatial, structural, mechanical, electrical, and technology infrastructure requirements are properly integrated into all phases of design. Failure to adequately address these program elements

may result in Additional Services being performed at Consultant's expense if such deficiencies result from Consultant's inadequate programming review. Consultant shall be responsible for all deficiencies that should have been identified during a programming review performed in accordance with the Standard of Care, and Consultant's obligation extends to identifying and addressing reasonably discoverable inconsistencies, omissions, or unclear information in the Program prior to proceeding with design. Additional programming as necessary to support the schematic design, for the development of the usage of the facility and the feasibility of the facility operations will be processed as a separate dedicated allowance under specialty consultants.

§ 4.4.4.2 Consultant shall proceed with the pursuit of LEED certification possibilities only after being approved and directed by Owner. If directed by Owner, Consultant shall report to Owner wherever possible and as applicable to have the Project LEED certified in any of the Certified, Silver, Gold or Platinum levels.

§ 4.4.4.3 Record Drawings. The actual as-built drawings shall be submitted to Owner for historical record-keeping purposes. With the as-built drawings Consultant shall submit a Structural Report depicting the changes and corresponding dates of the changes to the building(s). Consultant design drawings shall include ¼"= 1'-0" drawings of all existing exterior wall elevations, interior wall elevations and floor plans of all existing and proposed restoration work, as applicable.

§ 4.4.4.4 Utilities Investigation. Consultant shall evaluate all available utilities information provided by Owner or others and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project element(s), and incorporate such information into the design. Consultant shall field verify existing utilities to the extent possible as required to complete the Services.

§ 4.4.4.5 Surveys. As part of Basic Services, Consultant shall review and verify survey information provided by Owner through ordinary visual observation and available-record review, incorporate such information into the design, and identify additional survey or investigation reasonably required for the Project. Destructive testing, scanning, excavation, demolition, extraordinary survey or geotechnical work, and similar investigations shall be performed only if expressly included in Exhibit C or authorized in writing as Additional Services. A complete As-Built set of record (as-built) drawings of the architectural, structural, mechanical, and electrical shall be recorded on CADD drawings by Consultant as work for the Project shall be prepared in CADD/BIM format by Consultant as part of the Basic Services in accordance with Section 4.4.4.3. Preparation of record drawings of existing areas outside the Project scope shall be an Additional Service. Digital CADD drawings of available floor plans and life safety plans will be provided by Owner to Consultant.

§ 4.4.4.6 Technology Standards and Compatibility. All digital deliverables, software, and technology solutions provided by Consultant shall be compatible with Owner's technology infrastructure in effect at the time of delivery. Consultant shall: (a) use software versions and formats approved in writing by Owner; (b) provide deliverables in compatible native formats and in open, non-proprietary formats, such as PDF and IFC, that support long-term accessibility; and (c) deliver native files for all models, drawings, and other deliverables, and source-code files for custom applications, tools, or scripts developed specifically for the Project. During performance of this Agreement and for one (1) year after final completion, Consultant shall, upon Owner's written request and at no additional cost, convert deliverables to a successor version of Owner-approved software. Conversion services requested after that period shall be an Additional Service.

§ 4.4.4.7 Soils Investigations. Consultant shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to its design. Consultant shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.

§ 4.4.4.8 Discrepancies. As part of Basic Services, Consultant shall use ordinary visual observation and available-record review to identify and notify Owner of any discernible and relevant discrepancies between actual, existing conditions and conditions depicted on drawings or other information provided by Owner. The actual, existing conditions shall then be incorporated into the Construction Documents to the extent such incorporation is necessary. Destructive testing, scanning, excavation, demolition, extraordinary survey or geotechnical work, and similar investigations shall require express inclusion in Exhibit C or written authorization as Additional Services.

§ 4.4.4.9 Deficiencies of Information. Consultant shall, through ordinary visual observation and available-record review included in Basic Services, inform Owner in writing of any reasonably discoverable differences between actual, existing conditions and information provided, such as historical and as-built drawings, utility information, survey information, and soils investigations. At its option, Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm under contract with Owner to provide necessary services. Consultant shall, consistent with the Standard of Care, coordinate and interpret signed and sealed

supplemental information provided by such third parties and apply it to the Project. Any destructive or extraordinary investigation shall require express inclusion in Exhibit C or written authorization as an Additional Service.

§ 4.4.5 Consultant shall prepare and submit to Owner, for its review and approval, a production schedule for all Phases of the Project required by the Agreement and Exhibit C. The production schedule shall indicate in real calendar time, starting with the date of the NTP, and including the date(s) for all user group meetings, senior leadership meetings, and deep dive plan reviews with Owner's Design and Construction Department leadership at the end of each phase of work. The production schedule shall be provided in Microsoft Project, Primavera, Visio, or such other format as directed by Owner in writing, and shall include, among other things, proposed durations, from authorization to proceed, for each phase of the Project. Consultant is obligated to complete the services in accordance with the approved production Schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. Extensions to the Schedule shall be granted in Owner's sole discretion for delays directly caused by: (a) Owner's failure to perform its material obligations under this Agreement; or (b) changes in the scope of Services formally directed in writing by Owner that materially impact the critical path of the Schedule. Consultant shall provide written notice of any event that may cause delay within five (5) business days of becoming aware of such event and shall make all reasonable efforts to mitigate and minimize such delays. Any schedule extension request must be submitted with detailed documentation demonstrating the direct causal relationship between the delay event and the impact to the Schedule. Owner shall have thirty (30) days to review and approve or reject any schedule extension request in its sole discretion.

§ 4.4.6 Consultant shall meet with Owner's Representative on a regular basis as follows: (i) a minimum of twice per month (bi-weekly) during active design phases to review production schedule and progress; and (ii) during Construction Administration phase, site visits and progress meetings as specified in Section 4.10.2 and 4.10.3. The bi-weekly production schedule meetings will establish the basis of payment and the actions necessary to correct schedule deficiencies. Consultant may request modifications to the production schedule by submitting a written request to modify with supporting justification. It shall be at Owner's sole discretion whether to grant such a modification. Owner may withhold approval of schedule modifications for reasonable cause, including but not limited to budget constraints, project priorities, operational considerations, or determination that the requested modification is not justified by the circumstances. Owner shall not unreasonably withhold, condition, or delay approval of schedule modifications that are justified by circumstances beyond Consultant's reasonable control or by Owner-directed changes. Where multiple meeting requirements overlap (such as progress meetings and site visits), Owner and Consultant may agree to combine such meetings to avoid duplication while ensuring all required review and oversight functions are performed.

§ 4.5 Schematic Design Phase

§ 4.5.1 Consultant shall submit to Owner the deliverables in the format approved by Owner. In addition, Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. Consultant shall be responsible for its additional costs resulting from such rejections and required corrections and shall not be compensated in any manner by Owner. The foregoing notwithstanding, rejections and corrections of work previously approved by Owner shall entitle Consultant to an equitable adjustment to its compensation consistent with the notice requirements of this Agreement.

§ 4.5.2 Upon the written confirmation of Consultant that all elements of the Project have been identified and Owner's cost estimates have been verified, Owner may issue written approval to prepare the Schematic Design Documents. Consultant shall review and verify the Program with Owner's Representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project, including Plat and Zoning if required. Project elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Construction Documents. Upon completion of the agency(s) reviews, Consultant shall detail in writing the recommendation of the agency(s) to Owner and shall modify the suggested plan as appropriate and resubmit it to Owner for review, further modifications, and for approval and agreement by Owner. As a part of preparing the Schematic Design Documents, Consultant shall prepare and submit the following deliverables:

§ 4.5.2.1 Site Plan. A site plan(s) of the Project, at a scale to be specified by Owner, showing the Project elements,

existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

§ 4.5.2.2 Schematic Design Studies. The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project elements, plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Construction Documents for the Project elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. The schematic design will include verification and documentation of all existing conditions as described herein. If applicable and as directed by Owner, these Schematic Design studies shall include a listing of LEED certified systems, materials and equipment to be incorporated into the Design Development Documents in order to attain the applicable desired LEED certification. This listing shall be in the form of a spreadsheet; titled LEED certified materials and equipment and shall resemble the following table:

EXAMPLE

(Available from 1-5 * LEED products available as standard = 5)

LEED * PRODUCT	STANDARD PRODUCT	UNIT OF MEASURE	LEED COST $	STAND COST $	LEED POINTS	* AVAILABLE From 1 to 5	TOTAL COST LEED	COST DIFFERENCE
Glazing; Double Pane	Glazing; Single Pane	Sq. Ft	10.00	6.75	5	3	$300,000.00	$120,000.00

These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed by Consultant during subsequent Phases of the Basic Services. Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, Owner will, based on the investigations and recommendations developed by Consultant, determine which equipment and other items Owner will purchase outside the construction contract for this Project. Should Owner decide to purchase equipment and materials separately and furnish them to the Contractor, Consultant shall, as part of the Basic Services, provide comprehensive coordination services including detailed programming and scheduling, incorporation of such equipment into the Construction Documents, follow-on liaison with vendors with respect to availability and delivery, coordination with the Contractor regarding installation requirements, and any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished. Consultant shall be responsible for ensuring compatibility of owner-purchased equipment with the Project design and for coordinating delivery schedules to avoid delays to the Project. The Consultant acknowledges that the Project will be performed at an occupied healthcare facility, Consultant shall prepare and submit draft Infection Control Risk Assessment ("ICRA") and Interim Life Safety Measures ("ILSM") documentation beginning with the Schematic Design phase and continuing through 100% Construction Documents. The draft ICRA shall identify potential infection control risks associated with the proposed construction and recommend appropriate mitigation measures. The draft ILSM shall address temporary life safety provisions during construction including but not limited to egress routes, fire alarm system modifications, smoke barrier maintenance, and emergency procedures. These documents shall be updated and refined with each design phase submission and shall be coordinated with Owner's Infection Prevention and Life Safety departments for review and approval.

§ 4.5.2.3 Drainage. Consultant shall prepare a preliminary drainage plan for the entire site showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

§ 4.5.2.4 Barricades, Signing, Marking and Lighting. Consultant will work collaboratively with the Contractor in establishing a preliminary maintenance of traffic plan, temporary visitor circulation plan avoiding construction, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

§ 4.5.2.5 Work Sequence and Staging Plan. Consultant will work collaboratively with the Contractor in developing a Work Sequencing Schedule and Staging Plan showing the sequence of the construction and the relative time frame within the overall construction period. The staging plan shall incorporate and be consistent with the approved ICRA and ILSM requirements. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by Consultant of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact operations. The decision as to which plan to use will be made by Owner, and the Contractor and

Consultant will be informed of such decision in writing.

§ 4.5.2.6 Outline Specification. Consultant shall prepare an outline specification organized in accordance with the current edition of CSI MasterFormat which will describe Consultant requirements, earthwork, utility adjustments and relocations, substructure restoration, superstructure restoration, drainage, foundations restoration, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, interior historic finishes restoration, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

§ 4.6 Design Development Phase

§ 4.6.1 Consultant shall not proceed to prepare Design Development Documents until Owner issues written approvals and comments on the deliverables for the Schematic Design Documents. All comments to the Schematic Documents shall be addressed by Consultant and reflected in the Design Development Documents. Consultant understands that such approvals and comments may be received individually and at different times.

§ 4.6.2 Consultant shall prepare Design Development Documents from the approved Schematic Design Documents. The Design Development Documents shall consist of Drawings, Outline Specifications, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by Owner in writing. All plans and programs developed during Schematic Design for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Schematic Design, such additional plans and programs shall be prepared and included in the Design Development documents. For this healthcare facility Project, Consultant shall update and refine the draft ICRA and ILSM documentation to reflect the more detailed design information developed during this phase.

§ 4.6.3 Consultant shall submit all Design Development Documents for review and comments by Owner. The Design Development Documents submitted shall also include updates to Schematic Design Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project elements and the incorporation of Owner approved recommendations of the VA/E Study. If the Probable Construction Cost indicates that the Project cost shall be more than the approved Probable Construction costs, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. Owner may direct Consultant to modify, without additional compensation, the Design Development Documents to bring the Probable Construction Cost within or below the approved Probable Construction Cost. Consultant shall not proceed with the Construction Documents until appropriate written approvals and comments on the deliverables for the Design Development Documents are received from Owner. Consultant understands that such approvals and comments may be received individually and at different times.

§ 4.6.4 Consultant shall, to the extent applicable based on refinements and amplifications effected during the Design Development Phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted, to obtain the reviews of such agencies. Consultant shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by Owner relative to such findings for implementation by Consultant of the Construction Documents Phase.

§ 4.7 Construction Documents Phase

§ 4.7.1 50% Complete Construction Documents Phase

Consultant shall not proceed to prepare Construction Documents until Owner issues written approvals and comments on the deliverables for the Design Development Documents. Consultant shall prepare the 50% Construction Documents from the approved Design Development Documents. Using the documents prepared under this Section, Consultant shall coordinate a review of the necessary portions of the Construction Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with Owner. Consultant shall prepare a report outlining any issues that the authorities may initiate during this Phase.

§ 4.7.2 Consultant shall submit 50% Construction Documents for review and comments by Owner. The 50% Construction Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 50% Construction Documents submittal shall include specifications organized in accordance with the current edition of CSI MasterFormat. The 50% Construction Documents submitted shall also include updates to the Project Probable Construction Cost. These

updates shall be based upon the approved size and character of the components of the Project elements as developed in the approved Design Development Documents. For this healthcare facility Project, Consultant shall submit updated draft ICRA and ILSM documentation reflecting the level of detail achieved at 50% Construction Documents. Consultant shall not proceed with the 100% Construction Documents until appropriate written approvals and comments on the deliverables for the 50% Construction Documents are received from Owner. Consultant understands that such approvals and comments may be received individually and at different times.

§ 4.7.3 100% Complete Construction Documents Phase
Consultant shall not proceed to prepare 100% Construction Documents until Owner issues written approvals and comments on the deliverables for the 50% Construction Documents. Consultant shall prepare the 100% Construction Documents from the approved 50% Construction Documents. Using the documents prepared under this Section, Consultant shall submit for review the necessary portions of the Construction Documents to the authorities including, but not limited to, the City, County, State, and/or Federal, having jurisdiction over the Project by law or contract with Owner. The Construction Documents shall be sufficient to be permitted as applicable by such authorities. Consultant shall obtain, as appropriate, such applicable certifications of "permit approval" prior to approval by Owner of the 100% complete Review Set and printing of the Construction Documents. Technical specifications shall be provided in accordance with the current edition of CSI MasterFormat.

§ 4.7.4 Consultant shall submit the Construction Documents for review and comments by Owner. The 100% Construction Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, low voltage and civil. The 100% Construction Documents submittal shall include specifications organized in accordance with the current edition of CSI MasterFormat. The 100% Construction Documents submitted shall also include updates to the 50% Construction Documents Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project elements as developed in the approved 50% Construction Documents, unless otherwise approved by Owner. For this healthcare facility Project, Consultant shall submit final draft ICRA and ILSM documentation that is fully coordinated with the 100% Construction Documents and ready for Owner's final approval prior to construction. If the 100% Construction Documents Probable Construction Cost indicates that the Project cost shall be more than the approved 100% Construction Documents Probable Construction Cost, Owner may direct Consultant to modify the 100% Construction Documents to bring the Probable Construction Cost within or below the approved Probable Construction Cost. Consultant shall not proceed with the Bid Documents until appropriate written approvals and comments on the deliverables for the 100% Construction Documents are received from Owner. Consultant understands that such approvals and comments may be received individually and at different times.

§ 4.7.5 After review by Owner of the 100% Construction Documents, Consultant shall respond to all comments in writing within ten (10) calendar days after receipt of the comments from Owner, acknowledging acceptance of the comments which will be incorporated into the documents during the Bid Documents Phase, and identifying the rejection of those comments not to be incorporated as approved by Owner.

§ 4.8 Bid Documents Phase
During the process of design, Consultant shall accumulate and organize the technical specification of the Construction Documents. Consultant shall assemble the compilation of technical specifications organized and bound into two full sets of contract documents including the front-end documents provided in electronic format to Consultant by Owner. Consultant shall assemble and submit a consolidated set of 100% Construction Documents for review and approval by Owner. This set will reflect the revisions required after the 100% review by Owner above. Consultant shall recommend and justify to Owner the overall Project contract time, phasing, interim completion time(s), the amounts of liquidated indirect costs, and the amount of allowance account(s) to be incorporated in the contract documents. Upon final approval of the 100% Construction Documents by Owner and receipt of Owner's written direction to proceed with the Bid Documents, Consultant shall prepare the advertisements for bids, the bid forms, and finalize the Construction Documents to a condition suitable for final printing and distribution to prospective bidders. These complete Construction Documents shall be submitted to Owner for approval.

§ 4.9 Bidding and Coordination
§ 4.9.1 Upon approval of the 100% Construction Documents, or any portion thereof, and Owner's written direction to proceed with Bidding and Coordination Services, Consultant shall furnish the number of bound sets of the 100% Construction Documents (Plans and Project Manuals) requested by Owner for use by Owner and the Contractor for

subcontractor bidding purposes, prior to advertising, or as otherwise directed by Owner in writing. Consultant shall assist Owner and the Contractor in reviewing subcontractor bids, responding in writing to Bidders' inquiries / Requests for Information (RFI), preparation and issuance of addenda, and evaluation of the Bids and Bidders, pursuant to the Construction Documents. Consultant shall also participate in pre-bid conference(s). Consultant may also be asked to attend the Bid opening(s) upon request of an Owner Representative.

§ 4.9.2 If the resultant pricing for the Project or any portion thereof exceeds the approved 100% Construction Documents Probable Construction Cost, Owner may at its discretion: (i) approve the increase of the cost of the Work that was bid pursuant to the Construction Documents; (ii) direct Consultant to perform a cost analysis of the resultant pricing and provide a recommendation based on the prices bid. The recommendation shall be accompanied by a written justification, in detail, supporting the recommendation; (iii) direct Consultant to revise the necessary portions of the Construction Documents, without changing the scope of the Project, and re-issue the revised Construction Documents to the Contractor for subcontractor re-bidding purposes (in which case Consultant shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Construction Documents); or (iv) suspend or abandon the Project or any components of the Work included in the Construction Documents.

§ 4.9.3 All costs associated with support of the bidding process shall be incorporated into the Basic Services for the 100% Complete Construction Documents and the Bid Documents Phase with the exception of the invoiced costs for the bound sets of the 100% Construction Documents (Plans and Project Manuals), and two (2) sets of Construction Documents conformed with Addenda (if any) bound together or included therein.

§ 4.10 Construction Administration Services

§ 4.10.1 Upon Owner's written approval to commence Construction Administration Services, Consultant shall provide such services as set forth herein. The Construction Administration Services will end sixty (60) days following the issuance of Substantial Completion in accordance with the Project schedule, notwithstanding Consultant's duty to review the final request for payment from the Contractor and Consultant's obligation to submit a Report of Contract Completion and the Record Drawings (As-Built Drawings), including the warranty related services. Consultant shall provide Owner a staffing plan, including individual resumes, that Consultant (including its Sub-Consultant(s)) intends to use during the Construction Administration Services for review by Owner for adequate staffing.

§ 4.10.2 Consultant shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Construction Documents. Consultant shall visit the Work at intervals appropriate to the stage of construction, but not less than twice per month (bi-weekly) unless otherwise specified in Exhibit C or directed by Owner in writing, evaluate the work for compliance with the Construction Documents, prepare and submit to Owner, via Owner Representative with copies to Consultant's authorized representative providing administrative and construction contract administration services during the pre-construction, construction, and closeout Phases of the construction contract ("**Field Representative**"), a detailed written and sequentially numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. The frequency of site visits may be adjusted by Owner in writing based on the size, complexity, and duration of the Project. Consultant shall monitor and report on Contractor's compliance with approved ICRA and ILSM requirements during each site visit. Such report shall be submitted to Owner at least monthly and more frequently on an interim basis, if necessary, to prevent or mitigate any increase in Project costs or damages to Owner. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Consultant will not be held responsible for the means, method, techniques, sequences, or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to Owner any observations of conditions which in Consultant's judgment would endanger persons or property or which might result in liabilities to Owner. In addition, Consultant shall not be held responsible for the Contractor's failure to perform the work in accordance with the requirements of the Construction Documents, nor shall Consultant be responsible for, acts or omissions of the Contractor or any of its subcontractors.

§ 4.10.3 Appropriately qualified personnel of Consultant, including Sub-consultant(s) if appropriate, shall visit the Work at least twice per month (bi-weekly), unless otherwise specified in Exhibit C or directed by Owner in writing, and as necessary to fulfill the responsibilities of Consultant hereunder and in order to respond to non-routine situations that call for Consultant's expertise and/or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

§ 4.10.4 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, Consultant shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. Consultant's concurrence shall constitute a representation to Owner Representative and Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of Consultant, the quality of the Work is in accordance with the Construction Documents. Such concurrence shall be based on Consultant's review and acceptance of the following: (i) an evaluation of the Work for conformance with the Construction Documents; (ii) the Field Representative's certification of the Contractor's measurements for work satisfactorily completed; (iii) the results of any subsequent test required by the Construction Documents; (iv) the review of the as-built drawings to determine completeness and accuracy up to the date of the pay request; (v) any specific qualifications stated in the request for payment; and (vi) the Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.

§ 4.10.5 Consultant shall assist Owner Representative and the Field Representative in reviewing and evaluating all Contractors' claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.

§ 4.10.6 Consultant shall, when necessary, request Owner Representative to require special inspection or testing of any Work questioned as to conformity with the Construction Documents, whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

§ 4.10.7 Consultant shall, where necessary or when requested by Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Construction Documents in order to clarify the intent of Consultant with respect to the contents of the Construction Documents.

§ 4.10.8 Consultant shall promptly review and provide clear and complete answers to all Requests for Information(s) ("**RFI**"), and other submissions of the Contractor(s) for conformance with the design concept of the Project element(s) and for compliance with the information given in the Construction Documents. Consultant shall render decisions, issue interpretations, and issue correction orders within five (5) days of Consultant's receipt thereof.

§ 4.10.9 Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project element(s) and for compliance with the information given in the Construction Documents. Consultant shall render decisions, issue interpretations, and issue correction orders within the times specified in the Construction Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule. Consultant shall comply with Owner's standard policies and procedures regarding RFI, shop drawings, payment requisitions, including turn-around time.

§ 4.10.10 Consultant's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

1. **Inspections for Substantial Completion**: Consultant shall, prior to Substantial Completion of the Work, inspect the Work with the Contractor's Field Representative to determine supplemental elements to the Contractor's initial Punch List items, and shall re-inspect the work with the Field Representative to establish a time of Substantial Completion. Consultant shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by Consultant. Any Owner contributions to the Punch List shall be only as approved by Owner's Representative. Punch Lists shall record: (a) defects observed in the Work, in first and succeeding visits; and (b) defects corrected (recorded by striking items from the punch list or by identifying items as corrected).
2. **Contractor's Closeout Submittals and Actions**: Consultant shall review the Field Representative's record of closeout submittals and actions for concurrence.
3. **Determination of Substantial Completion**: When the Punch List of defective items has been reduced to the point at which, in the judgment of Consultant and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 30 days, upon recommendation by the Field Representative, Consultant shall review, concur, and upon approval by Owner, set the date of Substantial Completion.

4. **Certificate of Occupancy**: If a Certificate of Occupancy is required on this Project, Consultant and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.
5. **Determination that the Work is not Substantially Complete**: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or Consultant the Work will not be ready for final acceptance in 30 calendar days, Consultant shall notify Owner's Representative, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or Consultant may wish to state.
6. **Retainage for Uncompleted Work**: Consultant shall review and concur with the Field Representative's recommendation of an amount to be withheld. Upon approval by Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
7. **Final Acceptance**: When, in the judgment of the Field Representative and Consultant the Work is complete, the date of Final Acceptance shall be set by Owner.

§ 4.10.11 Consultant shall revise Plans, specifications and other Construction Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist Owner's Representative and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for change orders and work orders resulting directly or indirectly from errors, omissions, and/or ambiguities in the Services rendered by Consultant, including Sub-consultants, such work shall be Additional Services.

§ 4.10.12 Design Model Requirements. All designers shall use Autodesk software for design. Consultants will use the version of Revit Architecture (or such other compatible BIM software as may be approved by Owner in writing) specified by Owner at the time of the NTP, provided that such version must be compatible with Owner's technology infrastructure as set forth in Section 4.4.4.6. Structural designers will use the latest Revit Structure which is compatible with the specified version, and mechanical, electrical, plumbing, and fire protection designers will use Revit MEP which is compatible with the specified version – all of which have been combined in the current version into a package called "Revit". Civil designers shall use Civil 3D which is compatible with the specified version. In the event Owner's technology infrastructure changes during the term of this Agreement, Owner may, upon thirty (30) days' written notice, require Consultant to transition to compatible software versions, which transition shall be performed at no additional cost to Owner to the extent provided in Section 4.4.4.6 and otherwise as an Additional Service. Consultant shall be responsible for obtaining and maintaining all software necessary to perform the Services. Parametric links should be maintained within the models at all times to enable automatic generation of all plans, sections, elevations, details, and schedules as well as 3D views. As such, the expectation shall be that all 2D representations of the design are fully coordinated with the concurrent building model. Designers shall not insert 2D CAD based content into the models because this degrades model performance. If DWGs are absolutely required, link them to the Revit model only – do not insert them into the model. DWGs and other CAD formats should be excluded from Revit families brought into the model. All information needed to describe the detailed design will be graphically or alphanumerically included in and derived from Owner BIM Standards; design models only, except for the Specifications. Engineering details or other schematic diagrams (controls, wiring, flow diagrams, etc.) that cannot be derived from the model must still be included within the Revit model. 2D Project drawings and documentation shall not be created outside of the BIM authoring software (Revit). However, this does not imply that the model itself is a contract document.

§ 4.10.13 Consultant shall furnish to Owner in an electronic database (Microsoft Excel or another format approved by Owner in writing) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Construction Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of Owner as indicated by the language in the Warranty. This list shall be reviewed by Consultant.

§ 4.10.14 Consultant shall inspect the entire Project one (1) month prior to the expiration of the warranties. Consultant shall report its findings to Owner sufficiently prior to the end of the warranty period to enable Owner to issue an action

report to the Contractor prior to the expiration of the warranty period. Consultant report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced. This inspection report shall be submitted within 21 calendar days prior to the expiration of the warranty.

§ 4.10.15 In addition to the requirements set forth above, Consultant shall perform those duties of Consultant as set forth in the Construction Documents. In the event of a conflict or discrepancy between this Phase of the Basic Services and the Construction Documents regarding what services, duties or obligations Consultant is to perform, the document, clause, provision, or specification requiring Consultant to perform a stricter or higher standard or quality of services shall control. Consultant acknowledges that all Contract Documents are intended to be complementary and that the strictest standard provision is part of the agreed scope of Basic Services for which Consultant has been compensated.

ARTICLE 5 ADDITIONAL SERVICES

§ 5.1 Any Services beyond the requirements for Basic Services shall only be performed by Consultant pursuant to a written Amendment signed by authorized representatives of Owner and Consultant. Owner reserves the right to have any or all of the Services listed below performed by consultants other than Consultant. Consultant shall have no claim to any of these Services except as expressly authorized by such an Amendment. Additional Services may include:

1. Special analyses of the needs of Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
2. Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition, or removal, as well as investigations and the development of additional information, as agreed to by Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. If any independent engineering, testing laboratory or surveyor is employed by Consultant to perform any or all of the requested additional services, Consultant shall obtain Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the responsibility of Consultant. Any Sub-consultant costs for Additional Services must receive prior written approval from Owner. Upon such approval, Consultant may pass through to Owner the actual costs charged by such Sub-consultant(s) without markup, provided such costs are substantiated by detailed invoices and documentation satisfactory to Owner.
3. Extra work required, as directed by Owner, to separate the Project into more bidding packages than specified herein.
4. Participation in administrative and design changes beyond the intended basic scope during performance of the Work provided such changes are not a result of errors, omissions and/or ambiguities in the Services rendered by Consultant, including Sub-consultants engaged by Consultant. Such participation shall include but shall not be limited to: revisions to plans, specifications and other documents prepared by Consultant as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; assistance to Owner's Representative and Owner in negotiations with the Contractor(s) with respect to changes in the Work; recommendation to Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.
5. Meetings with federal and/or state grant providing agencies required to assist Owner in obtaining grant funding for the Project.
6. Extended assistance requested in writing by Owner beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by Owner of any equipment or system; extended training of Owner personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
7. Consultation concerning replacement of any work damaged by fire or other disaster during construction and professional services in connection with replacement of such work.
8. Preparing to serve or serving as an expert witness at the request and on behalf of Owner, in connection with the Project or any Project element or component thereof, except in situations where such service is a result of Consultant's errors, omissions or ambiguities.
9. Professional services required after acceptance of the Work by Owner except as otherwise required under Basic Services.

10. Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction contract that have not resulted from a fault of Consultant.
11. Services required to participate in or otherwise assist Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the construction contract with the Contractor.
12. Preparation of reports, which are not a requirement of Basic Services, provided, however, that such reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the Services rendered by Consultant, including Sub-consultants engaged by Consultant.
13. Services and/or preparation of reports or specifications by specialty Sub-consultants that are beyond the scope of Basic Services as defined in the Agreement and Exhibit C, as approved by Owner, including conservators, paint analysis, exhibition display and exhibition lighting designers, graphic designers for permanent signage.

§ 5.2 Special Inspection Services. Unless otherwise specified in Exhibit C, Consultant shall be responsible for coordinating and reviewing all Special Inspection Services required by the applicable building code and Contract Documents. The cost of third-party special inspection firms shall be reimbursable only as provided in Article 9 and Exhibit C, unless Exhibit C includes such costs in the Basic Services fee. Consultant shall review special inspection reports and incorporate findings into its construction administration services.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 All notes, correspondence, documents, designs, drawings, plans, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium (collectively the "**Instruments of Service**"), shall become the property of Owner immediately upon creation, and Owner shall own all copyrights thereto. Consultant acknowledges that all Instruments of Service are works made for hire under the Copyright Act, and to the extent any such work may not be considered a work made for hire, Consultant hereby irrevocably assigns all right, title, and interest in such work to Owner. Consultant retains the right to use the Instruments of Service for its professional portfolio, marketing materials, and as reference materials for other projects provided that such use does not disclose Owner's confidential or proprietary information. Owner's prior written authorization shall be required only for external publication or marketing materials that specifically identify Owner or the Project by name. Consultant also retains ownership of its pre-existing standard details, specifications, and design elements that are incorporated into the Project ("Pre-Existing Materials"), and grants Owner a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, create derivative works from, and distribute such Pre-Existing Materials for this Project and any future projects, and for the Project's maintenance, operation, modification, renovation, expansion, and reconstruction, including the right to have third parties perform such work using the Pre-Existing Materials. In addition, Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner. Consultant warrants to Owner that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by Consultant in the performance of this Agreement.

§ 6.2 Consultant is permitted to reproduce copyrighted material described above subject to prior written approval from Owner. Owner shall have the right to modify the Project or any components thereof without permission from Consultant or without any additional compensation to Consultant. Consultant shall be released from any liability resulting from such modification following the completion of its Services under this Agreement; provided, however, that Consultant shall remain liable for any errors or omissions created by Consultant or its Sub-consultants.

§ 6.3 Consultant shall bind all Sub-consultants to the requirements in connection with the Instruments of Service set forth in this Article 6.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 Mediation

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement, the Services, or the Project shall be subject to mediation as a condition precedent to the commencement of litigation under Section 7.2.

§ 7.1.2 Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the Effective Date. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person

or entity administering the mediation. The request may be made concurrently with the filing of a complaint in the Applicable Courts but, in such event, mediation shall proceed in advance of the litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Nothing in this Article 7 shall be construed as an agreement to arbitrate any claim, dispute, or other matter.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 Binding Dispute Resolution. The method of binding dispute resolution under this Agreement shall be litigation. Any claim, dispute, or other matter in question not resolved by mediation shall be resolved exclusively by litigation in a court of competent jurisdiction in Broward County, Florida. The parties hereby (i) irrevocably and unconditionally consent to submit themselves to the sole and exclusive personal jurisdiction of any federal or state court located within Broward County, Florida (the "**Applicable Courts**"), (ii) waive any objection to the laying of venue for litigation in the Applicable Courts, (iii) agree not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agree not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (iv) agree that such party will not bring any action, suit, or proceeding in connection with any dispute, claim, or controversy arising out of or relating to the Agreement or the Project in any court or other tribunal other than in the Applicable Courts.

§ 7.3 Waiver of Jury Trial OWNER AND THE CONSULTANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE, TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM IN CONTRACT, TORT, OR OTHERWISE, BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, THE AGREEMENT, THE PROJECT, THE SERVICES, THE CONTRACT DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

§ 7.4 Attorneys' Fees. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the construction contract, the Agreement, the Project, the Work, the Services, or the Contract Documents, including: (a) the enforcement or interpretation of either party's rights or obligations under the Agreement, whether in contract, tort, or otherwise, or (b) the declaration of any rights or obligations under the Agreement, the prevailing party, as determined by the Applicable Courts, shall be entitled to recover from the non-prevailing party Attorneys' Fees. For purposes of this section, "**Attorneys' Fees**" shall mean all reasonable attorneys' fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding) that are incurred by a party, including all attorneys', experts', legal assistants', paralegals', and law clerks' fees and all fees incurred through all post award or judgment and appellate levels and in connection with all trial levels, appeals, bankruptcy, and collection proceedings (post judgment and otherwise) including those incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. Notwithstanding the foregoing, Owner's total liability for any damages, including Attorneys' Fees, shall not exceed the limits established by Section 768.28, Florida Statutes, as amended, and Owner's sovereign immunity shall not be waived beyond such statutory limits.

ARTICLE 8 TERMINATION OR SUSPENSION OF THE AGREEMENT

§ 8.1 Termination by Owner for cause. Owner may terminate this Agreement, in whole or in part, by written notice to Consultant if (a) Consultant breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach; (b) Consultant's performance of this Agreement in bad faith; (c) Consultant fails and/or refuses to perform obligations as required by this Agreement after written notice and thirty (30) day opportunity to cure; and/or (d) Consultant's delay in performance affects the Project schedule after written notice and reasonable opportunity to cure. In the event Owner terminates this Agreement for default, Owner will take ownership of any and all documents, whether electronically formatted or hard copy(s), resulting from Services rendered up to the termination and may complete them, by executing another Agreement with other architect(s), engineer(s) or otherwise, and in such event, Consultant shall be liable to Owner for any Additional Cost incurred by Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from

payments to Consultant hereunder had this Agreement not been terminated, plus any and all direct, indirect, incidental, and consequential damages (including but not limited to attorneys' fees, expert witness fees, project delays, extended financing costs, loss of use, loss of revenue or operational capacity, increased construction costs due to delay, additional administrative costs, costs to investigate and remedy defects, and other damages arising from or related to Consultant's default) incurred by Owner due to Consultant's default, whether or not such damages were foreseeable at the time of contract formation. Owner shall have the right to offset any such Additional Costs against amounts otherwise owed to Consultant. Upon receipt of written Notice of Termination, Consultant shall, when directed by Owner, promptly assemble and submit as provided herein and in the Contract Documents all documents including drawings, calculations, specifications, reports, correspondence, all other Instruments of Service, and other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily or timely performed as determined by Owner in its sole discretion; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily, which costs shall be borne solely by Consultant.

§ 8.2 Termination by Owner for convenience. Owner may terminate this Agreement, in whole or in part, for any or no reason at all for Owner's convenience by giving thirty (30) days' written notice to Consultant.

§ 8.3 Termination by Consultant for cause. Consultant may, upon thirty (30) days' written notice and opportunity to cure, terminate this Agreement if Owner materially breaches and does not cure its payment obligations hereunder, provided that Owner has failed to pay undisputed amounts properly invoiced in accordance with this Agreement. The written notice shall set forth with specificity the alleged default, including the invoice number(s), date(s), amount(s) claimed due, and a detailed explanation of why such amounts are not subject to any valid offset, withholding, or dispute under this Agreement. Consultant shall not be entitled to terminate for non-payment of amounts that are subject to good faith dispute or that Owner is entitled to withhold under Article 9 of this Agreement.

§ 8.4 In the event Owner terminates Consultant for either default or convenience, Consultant, upon receipt of the notice of termination, shall: (i) stop the performance of Services under this Agreement on the date and to the extent specified in the notice of termination; (ii) place no further orders or enter into sub-agreements unless authorized by Owner as necessary for completion of any portion(s) of the Services not terminated; (iii) terminate all orders and sub-agreements to the extent that they relate to the performance of the Services terminated by the notice of termination; (iv) transfer title to Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated; (v) promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; (vi) provide comprehensive knowledge transfer sessions with Owner-designated personnel or replacement consultants within 30 days of termination notice; (vii) deliver all passwords, access credentials, and system documentation necessary for Owner to maintain and operate any systems or processes developed during the engagement; and (viii) continue to perform any Services not terminated by the notice of termination.

§ 8.5 If Owner terminates this Agreement for convenience, or Consultant terminates this Agreement for cause, Owner shall, subject to whatever offsets Owner may have, be responsible to pay Consultant only for the services actually, timely, and properly performed up to the effective date of termination. Consultant shall submit an invoice to Owner for the unpaid Services properly, timely, and actually performed no later than 10 business days after termination occurred. Owner shall, subject to all offsets Owner may have, tender payment to Consultant no later than 25 days from receipt of the invoice. In no event shall Consultant be entitled to any additional damages, monies, or compensation. If Owner terminates this Agreement for cause, any monies ultimately owed to Consultant for the services actually, timely, and properly performed up to the effective date of termination shall (a) not be due until the later of (i) completion of the construction of the Project, (ii) final determination of all Additional Costs incurred by Owner under Section 8.1, or (iii) resolution of all claims, disputes, or litigation between the parties related to the terminated Services, and (b) be reduced by the Additional Costs incurred by Owner arising from, or related to, delays in the performance of the Services and/or the correction and/or completion of the Services as set forth in Section 8.1, and any other damages, offsets, or amounts owed by Consultant to Owner under this Agreement. Notwithstanding anything to the contrary, the parties agree that within three (3) days of termination of this Agreement irrespective of whether by Consultant (for cause) or by Owner (for either cause or for convenience), Consultant shall refund to Owner any deposit, down payment, retainer, or any other payment made by Owner to Consultant to the extent of the amount of

said funds which have not been utilized as part of the Services for the benefit of the Project prior to the effective date of termination.

§ 8.6 Receipt of a sworn affidavit from Consultant, in a form acceptable to Owner, certifying that all Sub-consultants and other persons furnishing labor, services, or materials to Consultant for the Services have been paid in full for amounts then due, or identifying any amounts that remain unpaid and the reasons therefor, is a condition precedent to Owner's obligation to make any payment to Consultant upon any termination.

§ 8.7 Suspension by Owner. Owner may at its option and not obligation, and without breaching or invalidating this Agreement, suspend all or any portion of the Services for a period of up to one hundred eighty (180) days. In the case of such suspension, Consultant's sole remedy shall be an extension of time.

ARTICLE 9 COMPENSATION

§ 9.1 No payment will be made to Consultant for Services performed before the NTP or outside the scope authorized by this Agreement and Exhibit C. Owner agrees to pay Consultant, and Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, the negotiated compensation set forth in Exhibit C. The Total Basic Services amount and payment schedule must be completed in Exhibit C before execution and the NTP; absent such completion, Consultant is not authorized to proceed and Owner owes no compensation.

§ 9.2 The fee for Additional Services authorized by this Agreement will be computed by one of the following methods as mutually agreed to by Owner and Consultant: Fixed Lump Sum or Multiple of Direct Salaries.

1. Fixed Lump Sum: Under this compensation basis, Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

2. Multiple of Direct Salaries: Pursuant to agreed rates for personnel stated in Exhibit C or a written Amendment. A not-to-exceed cap for the total fee under this compensation basis shall be established in writing before the Additional Services are performed.

3. As may be otherwise agreed by the Owner and Consultant in writing.

§ 9.3 Invoices and method of payment. Consultant shall submit monthly to Owner's Representative two (2) copies of a duly certified invoice following the procedures and payment schedule set forth in Exhibit C and the RFQ's General Terms and Conditions. Each invoice shall identify the Project, Agreement, applicable phase, percentage complete, prior payments, current amount due, and reimbursable expenses, and shall include the monthly report required by Section 4.1.2 and all supporting documentation required by Owner. The format, content and submittal date of the invoice shall be as specified by Owner's Representative. Consultant will meet monthly with Owner's Representative to verify that Consultant's reported progress and earned value is in accordance with the accepted production schedule and approved Schedule of Values. Monthly progress payments will be based on the monthly production schedule meeting with Owner's Representative. It is the policy of Owner that payment for all purchases by Owner shall be made in a timely manner and that interest payments be made on late payments. In accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, payment of undisputed amounts shall be due within the time required by Section 218.74, Florida Statutes, following Owner's receipt of a proper invoice. All payments due from Owner, and not made within the time specified by this section, shall bear interest from the due date at the rate established in Section 218.74(4), Florida Statutes, as may be amended from time to time, on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), in accordance with Section 218.76, Florida Statutes, not later than sixty (60) days after the date on which the proper invoice was received by Owner. Invoices with problems will be returned to Consultant promptly with a written statement of the deficiencies.

§ 9.4 Payment to Subconsultants. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of Consultant unless otherwise provided in this Agreement or Exhibit C. Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis, in the next following invoice submitted by Consultant to Owner. Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of Consultant,

payable to such Sub-consultant(s). Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from Owner. Prior to any payments to Sub-consultant(s), Consultant shall, if requested by Owner's Representative, furnish to Owner a copy of the agreement providing for such payments.

§ 9.5 Consequence for non-performance. Should Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, Consultant may be liable for any damages to Owner resulting from such delay.

§ 9.6 Withholding Payment. Without waiving any other remedies available to Owner under this Agreement or by law, Owner may, at any time, withhold or deduct from payments otherwise due Consultant amounts reasonably necessary to protect Owner from loss due to: (1) defective work not remedied; (2) third-party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of Consultant to make payments properly to Sub-consultants; (4) reasonable doubt that the Services can be completed for the unpaid balance of the compensation; or (5) material breach of this Agreement by Consultant. Owner shall provide Consultant with written notice specifying the reason for any withholding and the amount withheld. Any amounts withheld that are later determined to be improper shall be paid to Consultant with interest at the statutory rate.

§ 9.7 Compensation for Reimbursable Expenses. Any Reimbursable Expenses shall be approved by Owner in advance, authorized in Exhibit C or a written Amendment, and processed through a Dedicated Allowance Expenditure Authorization, meaning Owner's written authorization form, signed by an Owner representative with appropriate authority, approving the specific expenditure against an allowance established in Exhibit C or an Amendment. Specialty Sub-consultants may be reimbursable only when recommended by Consultant, approved by Owner in writing, and necessary for accomplishment of the Services. Printing and reproduction costs in excess of those required under Basic Services will be reimbursed at the same rate paid by Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed. A detailed printing and reproduction cost with explanations for each cost shall be submitted when applying for these reimbursable expenses. Permitting and plan review processing fees may be reimbursable as applicable. Other specialized equipment and supplies must be authorized by Owner in writing.

§ 9.8 As a condition precedent to Owner's obligation to make any progress or final payment, Consultant shall submit with each invoice a sworn affidavit, in a form acceptable to Owner, certifying that all Sub-consultants have been paid all amounts due from prior payments received by Consultant from Owner in accordance with Section 9.4, or identifying any amounts that remain unpaid and the reasons therefor. With the final invoice, Consultant shall also furnish releases from its Sub-consultants confirming payment in full for the Services.

ARTICLE 10 OWNER'S RESPONSIBILITIES

§ 10.1 Owner shall provide information in a timely manner regarding requirements for and limitations of the Project.

§ 10.2 Owner shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

§ 10.3 Upon Consultant's request, Owner shall furnish copies of the scope of consulting services in the contracts between Owner and Owner's consultants. Owner shall furnish the services of consultants designated in Exhibit C or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the Project scope. Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as and if in Owner's discretion deemed appropriate to the services or work provided. Notwithstanding the foregoing, to the extent Consultant's obligations or duties to perform under this Agreement depends on the proper execution or results of services or work performed by a separate consultant, Consultant shall, prior to proceeding with that obligation or duty, exercise due diligence under the Standard of Care to review such work and promptly notify Owner of any discrepancy or defect in that other consultant's work or services which Consultant discovers or reasonably should have discovered through such review. Failure to provide such notification shall constitute Consultant's acknowledgement that the work or services rendered by the other consultant(s) is acceptable based on Consultant's review and will have no adverse effect on Consultant's ability to carry out its own duties or obligations. Consultant shall be responsible for any damages to Owner resulting from Consultant's failure to identify and report discrepancies or defects that should have been discovered through the exercise of due diligence under the Standard of Care.

§ 10.4 Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Owner's needs and interests for the Project.

§ 10.5 Owner shall provide prompt written notice to Consultant if Owner becomes aware of any fault or defect in the Services or Work related to the Project, including errors, omissions or inconsistencies in Consultant's Instruments of Service. Owner's failure to provide such notice shall not release Consultant from the responsibility to perform the Services in accordance with the Standard of Care.

§ 10.6 [Intentionally Omitted.]

§ 10.7 Owner shall establish and periodically update Owner's budget for the Project, including (1) the budget for the cost to construct the Project ("**Construction Cost**"); (2) Owner's other costs; and (3) reasonable contingencies related to all of these costs. If Owner significantly increases or decreases Owner's budget for the Construction Cost, Owner shall notify Consultant. Owner and Consultant shall thereafter agree to a corresponding change in the Project's scope and quality.

ARTICLE 11 INDEMNIFICATION

§ 11.1 Pursuant to Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence (including negligent acts, errors, or omissions), recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement, including but not limited to Consultant's Sub-consultants and anyone directly or indirectly employed by any of them. This indemnification obligation applies to claims asserted under any legal theory, provided that Consultant's obligation shall be limited to the extent of the negligence, recklessness, or intentionally wrongful conduct of Consultant and such other persons, and shall not extend to the negligence or fault of Owner or of third parties other than Consultant, its Sub-consultants, and other persons employed or utilized by Consultant or its Sub-consultants. Where liability is shared, Consultant shall be responsible for the portion of liabilities, damages, losses, and costs proportionate to the percentage of fault attributable to Consultant and such other persons.

§ 11.2 Compliance with Florida Law; Reformation. The parties intend that the indemnification obligations in this Agreement comply with Section 725.08, Florida Statutes, as may be amended. If any indemnification, hold harmless, or defense-related provision of this Agreement, or any provision of the RFQ, the Addenda, Exhibit C, or any other Contract Document, is determined to exceed what is permitted by Section 725.08, Florida Statutes, or other applicable law, such provision shall not be void but shall be automatically reformed and construed to require Consultant to indemnify and hold harmless Owner, and its officers and employees, to the maximum extent permitted by Section 725.08(1), Florida Statutes, and such reformation shall be limited to the minimum extent necessary to achieve compliance. Any such reformation shall not affect the validity or enforceability of the remainder of this Article 11 or of this Agreement. In the event of any conflict between this Article 11 and any indemnification provision in any other Contract Document, this Article 11 shall control.

§ 11.3 The indemnification obligations set forth in this Article shall survive expiration or termination of this Agreement for the period permitted by applicable law, including Section 95.11(3), Florida Statutes. Consultant's obligations under this Article are not limited by the types or amounts of insurance required or maintained under Section 3.5, and the insurance requirements are not a limitation on Consultant's liability. This Article 11 is in addition to, and does not limit, Owner's direct rights and remedies against Consultant under this Agreement or applicable law, including under Sections 3.2, 8.1, 9.6, and 12.5.

§ 11.4 Defense Costs. Reasonable attorneys' fees, expert witness fees, court costs, and other defense costs incurred by Owner in connection with any action, claim, suit, or proceeding constitute recoverable costs under Section 11.1. Consultant shall reimburse Owner for such defense costs to the extent the underlying liability, damage, or loss is caused by the negligence (including negligent acts, errors, or omissions), recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement, in proportion to such persons' percentage of fault. Fault shall be allocated by final judgment, by settlement, or by written agreement of the parties. If Owner resolves a claim without such an allocation, either party may seek an allocation in the Applicable Courts, subject to Article 7. Consultant shall pay amounts due under this Section within thirty (30) days after the allocation, together with interest at the statutory rate from the date of allocation, and Owner may offset unpaid amounts under Section 9.6. Consultant shall promptly tender any such claim to all potentially applicable insurers, including its professional liability insurer. Consultant shall also cooperate fully in Owner's defense, including by providing documents, witnesses, and technical assistance and by participating in good faith in mediation and settlement discussions. Owner retains the right to control its own defense and to approve any settlement that may affect Owner's interests. This Section shall survive expiration or termination of this Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 Notice. Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 12.2 Assignment. Owner and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Consultant shall not assign, transfer, sublet, convey, or otherwise dispose of this Agreement, its obligations, or any right, title, or interest herein, in whole or in part, whether through assignment, merger, change in ownership, or otherwise, without Owner's prior written consent, and any attempted assignment without such consent shall be void ab initio. Consultant may engage Sub-consultants only as identified in the RFQ Response or approved by Owner in accordance with Section 3.4 and shall maintain and provide to Owner a current list of all Sub-consultants and agents used in performing the Services, with prompt written notice of any change. Owner may assign this Agreement and its rights to any successor, affiliate, related entity, entity owning or operating Owner, wholly owned subsidiary, entity in which Owner has an ownership interest, or entity acquiring substantially all of Owner's assets. Except as otherwise expressly provided, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns.

§ 12.3 Certificates. If Owner requests Consultant to execute certificates, the proposed language of such certificates shall be submitted to Consultant for review at least 14 days prior to the requested dates of execution. If Owner requests Consultant to execute consents reasonably required to facilitate assignment to a lender, Consultant shall execute all such consents that are consistent with this Agreement and Exhibit C, provided the proposed consent is submitted to Consultant for review at least 14 days prior to execution. Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement and Exhibit C.

§ 12.4 Laws. Consultant shall comply with Federal, State and Broward County laws, regulatory orders, codes and resolutions which may have a bearing on the Services provided by Consultant. In the event of any conflicts, the law, order, code or resolution requiring Consultant to perform a stricter or higher standard or quality of services shall control. This Agreement shall be governed by the laws of the State of Florida.

§ 12.5 Corrections. Consultant shall prepare all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Instruments of Services and other documents or Services related thereto prepared by Consultant including the documents prepared by its Sub-consultants. In the event that such revisions and corrections result from errors or omissions by Consultant, the work shall be done without additional compensation. Compliance with this Section shall not be construed to relieve Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Instruments of Service and other documents or Services related thereto. Revisions that may affect the construction progress shall be provided as expeditiously as possible and within no more than ten (10) calendar days.

§ 12.6 Owner's Representative. Owner Representative will coordinate all delegated Owner responsibilities under this Agreement. All instructions from Owner to Consultant shall be issued by or through Owner's Representative or

designee. Consultant shall promptly inform Owner's Representative in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.

§ 12.7 Non-exclusivity. Notwithstanding any provision of this Agreement, Owner is not precluded from retaining or utilizing any other architect, engineer, design professional, or other consultant to perform incidental Basic Services, Additional Services, or other professional services within the limits defined in this Agreement. Consultant shall have no claim against Owner as a result of Owner electing to retain or utilize another provider for such incidental Services. Any removal of a material portion of Consultant's negotiated scope shall be documented by Amendment with an equitable adjustment to Consultant's compensation and schedule, except where the removal results from Consultant's default or from suspension or termination under Article 8.

§ 12.8 Consultant's personnel. Prior to undertaking any of the Basic Services, Consultant shall identify the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Owner determines, in its reasonable discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

§ 12.9 Security. Consultant acknowledges and accepts full responsibility for compliance with all Owner security regulations pertaining to access to buildings and other specific areas which may be designated as secure areas. Furthermore, Consultant acknowledges that certain tasks may require background screening of principals and employees including fingerprint-based criminal background investigation. Notwithstanding the specific provisions of this Article, Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements, provided that Owner provides Consultant with at least thirty (30) days' prior written notice of any such changes, except in cases of emergency security threats. Consultant shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as Owner may from time to time require. Consultant agrees that it will include in all agreements/contracts with subcontracts, Sub-consultants, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at Owner.

§ 12.10 Small Business Vendor Sub-Contractor Participation Requirement. Consultant shall participate in and abide by Broward Health's Small Business Vendor Sub-Contractor Participation Requirement as more fully set forth in the RFQ, including use of Certified Small Business Subcontractors for at least ten percent (10%) of the Services. The Initiative is separate from this requirement. Identification or participation of a Protégé Firm does not itself satisfy, substitute for, or count toward this requirement, and any associated fee or service qualifies for credit only under this requirement's certification, documentation, and reporting rules. Information concerning Broward Health's Economic and Small Business Development Initiative may be found at the following link: https://library.municode.com/fl/north_broward_hospital_district__broward_health/codes/code_of_ordinances?nodeId=CONOBRHODI_PTIIIBUPRCOPO_BUPRCOPOAP_BROWARD_HEALTH_ECONOMIC_SMALL_BUSINESS_DEVELOPMENT_INITIATIVE and is hereby incorporated herein by reference as if fully set forth herein.

§ 12.11 Broward Health's Economic and Small Business Development Initiative. Consultant understands that Owner is subject to Broward Health's Economic and Small Business Development Initiative as outlined in Broward Health's Procurement Code and its accompanying Procurement Policies found at the link provided above in Section 12.10. As an express condition of the RFQ and this Agreement, Consultant hereby understands and agrees that the Services are subject to the Small Business Vendor subcontracting utilization requirements provided by and required in the RFQ. The Initiative is separate and distinct from these Small Business Vendor and subcontracting-utilization requirements and does not satisfy, substitute for, or count toward them; whether any fee or service independently qualifies for credit shall be determined solely under the applicable separate requirement's certification, documentation, and reporting rules. To the extent Consultant fails to adhere to such Small Business subcontracting utilization requirements or engage in good-faith efforts to adhere to such Small Business subcontracting utilization requirements, Consultant may be subject to liquidated damages (as provided in the RFQ) and/or may be considered in material breach of this Agreement, entitling Owner to suspend the Services, terminate this Agreement, and seek any legal remedies Owner is entitled to at law or in equity. For clarity, the liquidated-damages and material-breach remedies stated in this Section 12.11 apply only to the separate Small Business Vendor subcontracting utilization requirements and do not apply to the Initiative.

§ 12.11A Project Architect Emerging Firm Development Initiative.
Consultant shall comply with the Broward Health Project Architect Emerging Firm Development Initiative Guidance incorporated into the RFQ through the applicable Addendum. The Initiative applies to Consultant as prime architect and to the architectural Protégé Firm identified in the RFQ Response; engineering and other non-architectural Sub-consultants are not eligible Protégé Firms. Consultant shall make a good-faith effort to implement the Initiative and provide meaningful professional exposure consistent with Project needs and the Protégé Firm's lawful scope, qualifications, experience, staffing, availability, capacity, insurance, and licensure. Compliance is included in Consultant's compensation and creates no entitlement to additional compensation, a separate fee or allowance, compensation adjustment, a fee allocation, or Additional Services. Unless Owner directs otherwise, Consultant shall submit a concise written Initiative Summary to Owner's Project Manager within thirty (30) calendar days after notice to proceed through the Project's ordinary submittal method. The Initiative Summary shall identify the Protégé Firm, principal Consultant and Protégé Firm personnel, general anticipated activities or areas of exposure, and principal contacts. At reasonable intervals when requested by Owner, Consultant shall provide concise confirmation, through ordinary Project communications, that the Protégé Firm remains involved, with a general description of activities or areas of exposure that have occurred or remain anticipated. Consultant shall promptly notify Owner of any material change or need to replace, suspend, remove, or reassign the Protégé Firm. If continued participation is not reasonably practicable, Consultant shall make reasonable efforts to propose a replacement Protégé Firm reasonably suitable for the Initiative and Project. Any replacement is subject to Owner's prior written approval. If no suitable replacement is reasonably available, Owner may waive or adjust the Initiative in writing. Replacement, waiver, adjustment, suspension, removal, or reassignment creates no entitlement to additional compensation or schedule relief unless expressly approved under this Agreement. Consultant remains solely contractually responsible for all Services, Sub-consultant coordination and review, the standard of care, schedule, budget, quality, regulatory compliance, patient, staff, visitor, and facility safety, professional licensure, responsible charge, and signing and sealing. The Initiative creates no contractual relationship between Owner and the Protégé Firm and no joint venture, partnership, agency, fiduciary duty, employment relationship, exclusivity, or guarantee of future work. The Initiative establishes no minimum participation percentage, dollar amount, fee allocation, hours, meetings, detailed work plan, curriculum, guaranteed scope, or required business outcome. No participation-based liquidated damages apply to the Initiative, and failure to achieve a particular level of participation is not, by itself, a breach. Owner retains its ordinary contractual rights and remedies for a material misrepresentation in the RFQ Response; failure to identify the required Protégé Firm; failure to submit the Initiative Summary; refusal to make a good-faith implementation effort; failure to provide a reasonably requested confirmation or required notice; or another material breach of an express RFQ or Agreement obligation. Owner may review, audit, verify, and evaluate Consultant's good-faith implementation of the Initiative and may consider Consultant's performance under the Initiative when evaluating Consultant for future Broward Health projects. Such review or audit applies to records actually created or maintained in ordinary contract administration and does not require journals, detailed training records, utilization reports, recurring meeting agendas or minutes, phase-by-phase reports, detailed metrics, or a separate reporting system. Nothing in this Section limits records or documentation independently required for the Services. The Initiative is separate and distinct from all Certified Small Business Vendor, and subcontracting-utilization requirements in Sections 3.4, 12.10, and 12.11. Identification or participation of a Protégé Firm does not itself establish certification, satisfy or substitute for a separate requirement, or count toward a separate target. Whether any participation, fee, or service independently qualifies for credit shall be determined solely under the separate requirement's certification, documentation, and reporting rules.

§ 12.12 Advertising. Consultant may not identify in its corporate promotional literature and advertising that it is a Consultant for Owner, or use photographs or renderings of the Project or Basic Services to be performed hereunder without Owner's express written consent.

§ 12.13 Representation by Counsel. As of final execution of this Agreement, each party acknowledges that it has had the opportunity to be represented by counsel and to participate in negotiation of the Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement.

§ 12.14 Patents, Copyrights and Royalties. Any and all copyrights in deliverables specifically created for Owner under this Agreement are hereby assigned to Owner, subject to Consultant's retention of rights to use its pre-existing materials, methodologies, and general knowledge. Owner will provide prompt notification of any claim of copyright or patent infringement. If such claim is made or is pending, Consultant may, at its option and expense, procure for Owner, the right to continue use of, replace, or modify the product to render it non-infringing. If Consultant uses any design, device, or materials covered by letters, patent, or copyright owned by third parties, it is mutually agreed and

understood that the compensation paid pursuant to this Agreement includes all royalties, or costs arising from the use of such design, device, or material in any way involved in the work contemplated by this Agreement. Consultant shall disclose any such third-party intellectual property to Owner in advance. Owner retains sole discretion to approve or reject the use of any third-party intellectual property, and any such approval may be granted or withheld in Owner's sole and absolute discretion. Consultant is responsible for all royalties and licensing costs associated with any third-party intellectual property used by Consultant in the performance of services under this Agreement, regardless of whether such use was directed, requested, or approved by Owner.

§ 12.15 Headings. The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

§ 12.16 Equal Employment. Consultant shall comply with Title VII of the Civil Rights Act of 1964, Titles I and V of the Americans with Disabilities Act (ADA), Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Age Discrimination in Employment Act (ADEA), each as amended. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability, or genetic information and will take affirmative steps to ensure that applicants and employees are treated fairly during employment without regard to such characteristics. This provision shall include but shall not be limited to the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff or termination; and rates of pay or other forms of compensation and selection for training including apprenticeships. To the extent applicable, Consultant further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 C.F.R. Part 60).

§ 12.17 Civil Rights Requirements Consultant agrees that it and all its subconsultants will comply with the following regulations as a condition of this Agreement: (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination on the basis of race, color, or national origin; (ii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap; (iii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex; (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; (v) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs; (vi) The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; (vii) the Florida Civil Rights Act of 1992, Section 760.01, et seq., Florida Statutes; (viii) the Broward County Human Rights Act (Chapter 16½ of the Broward County Code of Ordinances); and (ix) all regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes. Consultant further assures that all subconsultants or other lower tiers or partners with whom it arranges to provide services, labor or materials to participants or employees in connection with any Project are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines and standards.

§ 12.18 Audits. Owner reserves the right to review and/or audit the records of Consultant related to this Agreement at any time up to a period of four (4) years after final payment is made. Consultant shall maintain all of its records related to this Agreement for at least four (4) years after the date of substantial completion of the Project. Consultant shall provide Owner access to all of Consultant's relevant records during normal business hours within two (2) business days of request of Owner. With respect to the Initiative, these rights apply to records actually created or maintained in ordinary contract administration and do not require Consultant to create Initiative-specific records not otherwise required for the Services or by Section 12.11A. Consultant further agrees:

1. To maintain financial records and reports relating to funds paid under the Agreement.
2. To maintain books, records, documents including electronic storage media and the evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, including but not limited to time logs, invoices, and all records of support services provided with respect to the Agreement.
3. To maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit or review to determine the personnel hours, personnel costs, and other expenses associated with the Project and each task performed under the Agreement. In accordance with Section 287.055(5)(a), Florida Statutes,

Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where Owner shall determine that this Agreement price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such Agreement compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by Owner, or one (1) year following the end of the Agreement, whichever is later.

4. If an inspection, review or audit by Owner of Consultant's records discloses overpricing or overcharges (of any nature) by Consultant to Owner in excess of one-half of one percent (0.5%) of the total amount to be paid to Consultant under this Agreement, the actual cost of Owner's inspection, review or audit shall be reimbursed to Owner by Consultant. Any adjustments and/or payments that must be made as a result of any such inspection, review or audit shall be made within a reasonable amount of time, not to exceed thirty (30) days, from presentation of Owner's findings to Consultant. In the event Consultant fails to timely remit such sum to Owner, Owner may deduct such amount from any sums due Consultant pursuant to this Agreement.

5. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

The foregoing audit rights shall further extend and apply to any of Consultant's accounts and records reasonably necessary to support all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred.

§ 12.19 Access to Books and Records. To the extent applicable, under the Omnibus Reconciliation Act of 1980 and in accordance with 42 C.F.R. § 420.300 *et seq.* and Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)(I)), until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Consultant shall, upon receipt of a written request, make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Consultant that are necessary to certify the nature and extent of costs incurred by Owner under this Agreement. If Consultant carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization, upon receipt of a written request, shall make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred by Owner by reason of the subcontract.

§ 12.20 Travel Expenses. Reimbursement, if any, of travel expenses under this Agreement is subject at all times to Owner's published General Administration and Procedures Manual in effect. A copy will be provided to Consultant upon request.

§ 12.21 Gratuities. Owner may, by written notice to Consultant, terminate the right of Consultant to proceed under this Agreement if it is found, after notice and hearing by Owner's Chief Ethics Officer, Chief Compliance Officer, or Office of the General Counsel, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of Owner, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.

§ 12.22 Compliance and Ethics Program. Consultant acknowledges that Owner has adopted a program to facilitate its compliance with laws and regulations ("**Compliance and Ethics Program**"). Consultant agrees to participate in Owner's Compliance and Ethics Program including, but not limited to, adherence to the Code of Conduct and all applicable written policies, procedures and guidelines of Compliance and Ethics Program, all as may be amended from time to time. Such codes, policies, procedures, and guidelines are incorporated herein by reference and can be found on Owner's website at www.browardhealth.org.

§ 12.23 Changes in Law. In the event that there is a change in a statute, regulation or the application or interpretation thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event there is a change in a

statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects Owner's health care delivery system, the parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by Owner, which is consistent with new trends and beneficial to the community. If, after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

§ 12.24 Consultant Warranties. Consultant hereby represents and warrants to Owner that:

a. Consultant and its directors, officers, employees, agents, and subcontractors performing services or obligations under this Agreement (collectively, "Employees") have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. §§ 1320a-7, 1320a-7a, and 1320a-7b), the Stark Law (42 U.S.C. § 1395nn), and the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

b. Neither Consultant nor its Employees performing services or obligations under this Agreement are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Consultant or any Employees received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program. Neither Consultant nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Consultant or any Employees are the subject of any investigation or review regarding Consultant's or any Employees' participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity.

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

d. Consultant shall provide the names and any other information requested by Owner of any and all Consultant's employees and Sub-consultants who will be performing any services or obligations pursuant to this Agreement. Consultant's use of any employee or Sub-consultants is subject to the prior written consent of Owner, in its sole discretion. All Sub-consultants must be registered in Owner's Vendor Registration System.

e. Consultant agrees to notify Owner in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties has changed.

f. Consultant acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement and that Owner may determine, in its sole discretion, and notwithstanding any other provision of this Agreement to the contrary, that the material breach may not be able to be cured. In such event, Owner may immediately terminate this Agreement.

§ 12.25 Public Records. Consultant has been advised that Owner and all records created or received by Owner are subject to Chapter 119, Florida Statutes (the "**Public Records Law**") and Section 286.011, Florida Statutes (the "**Sunshine Law**") and Consultant agrees to maintain all records necessary to comply with the requirement of the Public Records Law and the Sunshine Law. Consultant further agrees to comply with all Owner Policies and Procedures in observing the requirement of these laws. In the event of a request for public records created or received pursuant to this Agreement, Consultant shall be solely responsible for any legal actions necessary to defend an assertion of a trade secret or other exemption from public records disclosure. Owner bears no responsibility regarding the confidentiality of any Consultant trade secret materials in Owner's possession other than the aforementioned. Furthermore, Owner is expressly not precluded from utilizing any Consultant trade secret for necessary operations, contracting, purchasing, and reporting to national pricing databases. To the extent applicable, and as required by Section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the services under the Agreement.

b. Upon request from Owner's Public Records Custodian, provide Owner with a copy of any requested public records or provide the public with access to the requested public records to be inspected or copied within a

reasonable time on the same terms and conditions that Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of this Agreement if Consultant does not transfer the public records to Owner.

d. Upon completion of the Agreement, transfer, at no cost to Owner, all public records in possession of Consultant or keep and maintain public records required by Owner to perform the services required under the Agreement.

e. If Consultant transfers all public records to Owner upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

f. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all requirements for retaining public records pursuant to Florida laws and regulations and Owner's Policies and Procedures.

g. All records stored electronically must be provided to Owner, upon request from Owner's Public Records Custodian, in a format that is compatible with the information technology systems of Owner.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, OR NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, 1800 NW 49TH STREET, FORT LAUDERDALE, FL 33309.

§ 12.26 Confidentiality. Consultant recognizes that it must conduct its activities in a manner designed to protect any information concerning Owner, its affiliates or clients (such information hereafter referred to collectively as "**Owner Information**") from improper use or disclosure. Consultant agrees to treat Owner Information on a confidential basis. Consultant further agrees that it will not, and Consultant's Employees will not, disclose any of Owner Information to any person, firm or corporation without Owner's prior written consent except: (i) to authorized representatives of Owner or (ii) to Consultant's Employees who have a need to access such Owner Information to perform the services or furnish the products contemplated hereunder. Consultant shall be subject to all Owner obligations relating to compliance with confidentiality laws and the confidentiality of protected health information, as such term is defined under the HIPAA Privacy Rule ("**PHI**"). Consultant acknowledges and agrees to comply with the statutory and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH Act**"), and the Florida Information Protection Act of 2014 ("**FIPA**"), all as amended from time to time, including any updates to the HIPAA Security Rule that may become effective during the term of this Agreement, and all of which are incorporated herein by reference and made a part of this Agreement, as if they were printed in full herein. Consultant shall implement and maintain cybersecurity measures that meet or exceed current industry standards and shall update such measures as required by evolving HIPAA Security Rule requirements. Consultant shall not disclose PHI to any other party unless otherwise permitted or required by this Agreement or as required by law. Consultant shall ensure that each of Consultant's Employees is properly trained in the substance and importance of complying with HIPAA, HITECH Act, and FIPA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties. To the extent Owner discloses PHI to Consultant under this Agreement, Consultant shall execute a Business Associate Agreement in a form acceptable to Owner. To the extent that Owner discloses a Limited Data Set, as that term is defined under the HIPAA Privacy Rule, Consultant shall execute a Data Use Agreement in a form acceptable to Owner.

§ 12.27 Florida Information Protection Act. To the extent applicable, Consultant agrees and understands that the services and/or goods provided under this Agreement may consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, § 501.171, Florida Statutes (the "**Act**"). Accordingly, as required by the Act, Consultant agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in

Consultant's possession are breached in the manner set forth in the Act, Consultant shall immediately notify Owner as indicated herein, and Consultant shall work with Owner as required by the Act to assist in any of the following actions: (a) investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Owner; (b) provide notice to any and all consumers whose personal information has been breached; (c) provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold as defined in the Act, which may include but is not limited to credit reporting agencies and the Florida Department of Legal Affairs; and (d) ensure that Consultant's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Owner who also experience a breach notify Owner immediately, and work with Consultant and Owner as outlined in this Section. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

§ 12.28 Independent Consultant. It is expressly acknowledged by the parties hereto that Consultant is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Owner and Consultant or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Owner, or its agents, representative, or employees, to exercise control or direction over the manner or method by which Consultant performs any services which are the subject of this Agreement.

§ 12.29 Assignment and Subcontracts. Consultant shall not assign, transfer, sublet, or otherwise dispose of this Agreement, convey Consultant's obligations under this Agreement, or any or all of its right, title or interest herein, without Owner's prior written consent, and any such assignment without the prior written consent of Owner shall be void ab initio. Consultant may engage Sub-consultants only as identified in the RFQ Response or as approved by Owner in accordance with Section 3.4. Owner may assign this Agreement and its rights hereunder to any successor or entity owning or operating Owner, to a wholly owned subsidiary of Owner, to any entity in which Owner has an ownership interest, or to an entity which acquires substantially all of its assets. Consultant shall maintain and provide to Owner a current list of all Sub-consultants and agents utilized in the performance of services under this Agreement and shall promptly notify Owner of any change in such list. Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

§ 12.30 Sovereign Immunity. Notwithstanding any contrary provision herein, the Parties hereto acknowledge that Owner, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, Owner's liability for any claim, judgment, or award arising out of this Agreement shall not exceed the limits established in § 768.28, Florida Statutes, as amended from time to time. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Owner of the limitation on liability provided to political subdivisions of the State as established in § 768.28, Florida Statutes, as amended. Nothing in this Agreement shall be construed to require Owner to indemnify Consultant for Consultant's negligence, willful misconduct, or breach of this Agreement, or to assume any liability for Consultant's negligence, willful misconduct, or breach of this Agreement. Any provision in this Agreement that requires Owner to indemnify, hold harmless or defend Consultant from liability shall not alter Owner's sovereign immunity protections nor extend Owner's liability beyond the limits established in § 768.28, Florida Statutes, as amended. Notwithstanding the foregoing, nothing in this Section shall be construed to limit Consultant's obligation to indemnify Owner as set forth elsewhere in this Agreement.

§ 12.31 Convicted Vendor List. If Consultant has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in § 287.133, Florida Statutes, Consultant may not contract with Owner (1) to provide any goods or services; (2) for the construction or repair of a building or other public work; and (3) for leases of real property. Further, if Consultant has been placed on the convicted vendor list following a conviction for a public entity crime, Consultant (1) may not perform work as a contractor, supplier, subcontractor, or consultant under any contract with Owner; and (2) may not transact any business with Owner in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

§ 12.32 Federal Reimbursement and Disaster-Related Work. Consultant understands that Owner may engage Consultant to perform services and/or to provide goods under this Agreement that may be related to disaster-recovery work and such disaster-recovery work may be funded in whole or part by federal assistance in the form of a grant, sub-grant, loan, or reimbursement either directly to Owner as a recipient or as a subrecipient of funding provided from the federal government to an agency of the State of Florida or to another pass-through agency (collectively, a "**Federal Project**"). To the extent that Owner seeks reimbursement from the federal government, whether in whole or part, for any Federal Project performed by Consultant under this Agreement, Consultant understands and agrees that Consultant shall be subject to the terms and conditions of the Federal Addendum: Additional Provisions for Contracts Funded Through Federal Assistance, including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts, which can be found at the following website: https://browardhealth.org/pages/Contract-Addenda, and is hereby incorporated herein by reference as if fully set forth herein.

§ 12.33 Non-Waiver. No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Owner to insist upon the performance by Consultant in strict accordance with the terms hereof. No acceptance, order, payment, or certificate of or by Owner, or its employees or agents, shall either stop Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to Owner or of any rights to damages herein provided.

§ 12.34 Partial Invalidity and Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, illegal, or unenforceable, such provision shall be reformed and enforced to the maximum extent permitted by law so as to most nearly effect the parties' original intent, and the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

§ 12.35 Entire Agreement. This Project-Specific Contract for Architectural and Engineering Services represents the entire and integrated agreement between Owner and Consultant with respect to the Project and supersedes all prior negotiations, representations, or agreements, either written or oral, concerning the Project, except for the RFQ, RFQ Response, and other Contract Documents expressly incorporated herein. This Agreement does not supersede or affect agreements between the parties for other projects, procurement categories, or service types. This Agreement may be amended only by written instrument signed by both Owner and Consultant. No course of dealing, course of performance, usage of trade, or oral agreement shall modify the terms of this Agreement.

§ 12.36 E-Verify. Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the E-Verify system to verify the work authorization status of all new employees of Consultant, and shall require each subcontractor and Sub-consultant to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of each such affidavit for the duration of this Agreement. If Owner has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, or Section 448.095, Florida Statutes, Owner shall terminate this Agreement, and Consultant may not be awarded a public contract for at least one (1) year after the date of termination and shall be liable for any additional costs incurred by Owner as a result of the termination. If Owner has a good faith belief that a subcontractor knowingly violated such statutes, Owner shall promptly notify Consultant, and Consultant shall immediately terminate its contract with the subcontractor.

§ 12.37 Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, Consultant shall, at the time of execution of this Agreement, provide Owner with an affidavit signed by an officer or representative of Consultant under penalty of perjury attesting that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

§ 12.38 Foreign Countries of Concern. To the extent this Agreement grants Consultant access to an individual's personal identifying information, Consultant shall, at the time of execution, provide Owner with an affidavit in the

form prescribed by the Florida Department of Management Services attesting that Consultant satisfies the requirements of Section 287.138, Florida Statutes, and Consultant represents that it is not owned by the government of a foreign country of concern, does not have a controlling interest held by such a government, and is not organized under the laws of or has its principal place of business in a foreign country of concern.

§ 12.39 Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List, is not participating in a boycott of Israel, and, to the extent this Agreement is for $1 million or more, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes. Owner may terminate this Agreement if Consultant is found to have submitted a false certification, has been placed on any such list, or is engaged in any such boycott or business operations.

§ 12.40 Truth-in-Negotiation Certificate. Concurrently with execution of this Agreement, Consultant shall execute and deliver to Owner a truth-in-negotiation certificate pursuant to Section 287.055(5)(a), Florida Statutes, stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, which certificate is incorporated herein by reference. The compensation adjustment provisions of Section 12.18 shall apply.

§ 12.41 Discriminatory Vendor List. Consultant represents that it has not been placed on the discriminatory vendor list maintained pursuant to Section 287.134, Florida Statutes. An entity or affiliate placed on such list may not submit a bid, proposal, or reply on, be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity. Consultant shall notify Owner immediately if it or any Sub-consultant is placed on such list, and Owner may terminate this Agreement upon such placement.

This Project-Specific Contract for Architectural and Engineering Services is entered into as of the Effective Date, being the date of the last signature by either party hereto.

OWNER:	**CONSULTANT:**
NORTH BROWARD HOSPITAL DISTRICT	**[AWARDED DESIGN PROFESSIONAL FIRM—INSERT FROM AWARD NOTICE]**
D/B/A BROWARD HEALTH	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

RFQ No. 2026-0012 dated October 14, 2026, including all Addenda and incorporated reference documents, including the Broward Health Project Architect Emerging Firm Development Initiative Guidance incorporated through the applicable Addendum

Exhibit B

Consultant's RFQ Response and selection commitments

Exhibit C

Final Negotiated Project Scope, Schedule, Deliverables, and Compensation

NOT TO BE COMPLETED OR SUBMITTED WITH A STATEMENT OF QUALIFICATIONS

Exhibit C will be completed only through negotiations with the highest-ranked selected firm pursuant to section 287.055(5), Florida Statutes. Respondents shall not include fees, rates, compensation, reimbursable expenses, phase percentages, completed compensation exhibits, or other pricing in a Statement of Qualifications. No Additional Services or reimbursable expenses are authorized unless included in the executed Exhibit C or a written Amendment signed in accordance with the Agreement.

PROJECT TERMS incorporated into the Agreement as of the Effective Date

BETWEEN the Owner**:**

North Broward Hospital District d/b/a Broward Health, a special tax district of the State of Florida
1800 NW 49th Street
Fort Lauderdale, FL 33309
Project Representative Contact: As designated by Owner in written notice

and the Consultant:

[AWARDED DESIGN PROFESSIONAL FIRM—INSERT FROM AWARD NOTICE]
Address stated on Consultant's signature page
Email stated on Consultant's signature page
Phone stated on Consultant's signature page
Florida Architecture License Number: As stated in Consultant's RFQ Response

for the following **PROJECT:**

Broward Health Medical Center Atrium Tower Vertical Expansion, RFQ No. 2026-0012
1600 South Andrews Avenue, Fort Lauderdale, Florida
Approximately 64,100 SF three-story addition comprising the sixth, seventh, and eighth floors and approximately 90 acute-care beds

THE PROJECT TERMS
This Exhibit C is incorporated into the Project-Specific Contract for Architectural and Engineering Services between Owner and Consultant as of the Effective Date.

This Exhibit C establishes the Project scope, schedule, deliverables, and compensation framework. The awarded firm name must be inserted from the award notice and the Total Basic Services amount must be inserted from the completed fee negotiation before execution and the NTP.

The Owner and Consultant agree as follows.

ARTICLE 1 PROJECT SERVICES

§ 1.1 Scope of Services. Consultant's Services for the Project are described below and in the Agreement, RFQ, Addenda, and any attachments to this Exhibit C. All Services shall be performed in accordance with the Standard of Care and all requirements of the Agreement.

§ 1.1.1 Basic Services

Basic Services include the phases listed below and shall be performed in accordance with the Owner-approved Project schedule following the NTP and the detailed requirements of the Agreement and RFQ.

	Completion Standard:
Program Verification and Research/Investigation Phase:	Per Owner-approved Project schedule following NTP
Schematic Design Documents Phase:	Per Owner-approved Project schedule following NTP
Design Development Phase:	Per Owner-approved Project schedule following NTP
Construction Documents Phase:	Per Owner-approved Project schedule following NTP
Bid Documents Phase:	Per Owner-approved Project schedule following NTP
Bidding and Coordination Phase:	Per Owner-approved Project schedule following NTP
Construction Administration and Project Closeout Phase:	Per construction contract schedule through final closeout

§ 1.1.2 As a part of Basic Services, the Consultant shall attend the following number of meetings, which are included in the Basic Services compensation:

	Number of Meetings
Programming, SD, DD	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Review Meeting in CD (50% and 100%)	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
VA/E Study in SD, DD, CD	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Meeting with Broward Health Representative during Schematic Design Documents Phase	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Meeting with Broward Health Representative during Design Development Phase	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Meeting with Broward Health Representative during Construction Documents Phase	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Authorities Having Jurisdiction Meetings	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Pre-Bid Conference	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Bid Opening	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Weekly CA meetings (Construction Administration phase only, for the duration of construction as defined in the construction contract)	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Punchlist Trips	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Substantial Completion Trips	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)
Warranty Walkthrough	To be negotiated following selection pursuant to Fla. Stat. §287.055(5)

§ 1.1.3 Additional Services

(Describe below any Additional Services included in the negotiated compensation or state that none are included.)

To be negotiated following selection pursuant to Fla. Stat. §287.055(5). No Additional Services are authorized unless included in executed Exhibit C or a written Amendment signed in accordance with the Agreement.

ARTICLE 2 COMPENSATION

§ 2.1 Basic Services Compensation. For Basic Services described under Section 1.1.1, Owner shall compensate Consultant as follows, subject to the terms and conditions of the Agreement:

Program Verification and Research/Investigation Phase: Included in Total Basic Services
Schematic Design Documents Phase: Included in Total Basic Services
Design Development Phase: Included in Total Basic Services
Construction Documents Phase: Included in Total Basic Services
Bid Documents Phase: Included in Total Basic Services
Bidding and Coordination Phase: Included in Total Basic Services
Construction Administration and Project Closeout Phase: Included in Total Basic Services

Total Basic Services: To be negotiated following selection pursuant to Fla. Stat. §287.055(5) and completed before execution.

This Total Basic Services amount represents the not-to-exceed compensation for all Basic Services under the Agreement unless modified by written Amendment signed by both parties.

§ 2.1.1 Payment Schedule. Basic Services compensation shall be invoiced monthly in proportion to the Services completed in each phase, not to exceed phase percentages to be negotiated following selection pursuant to Fla. Stat. §287.055(5). The negotiated percentages must total 100% and must be completed before execution.

§ 2.2 For Additional Services described under Section 1.1.3 or in the Agreement, and authorized in advance by Owner in a written Amendment, Consultant shall be compensated in accordance with **Exhibit 2 "Consultant's Personnel and Rates Schedule," if completed and attached**. Exhibit 2 will be negotiated with the selected firm pursuant to Fla. Stat. §287.055(5) and shall not be completed or submitted with a Statement of Qualifications. No Additional Services shall be performed without Owner's prior written authorization, and Consultant shall not be entitled to compensation for any Additional Services performed without such authorization.

§ 2.3 For Reimbursable Expenses described in the Agreement, Consultant shall be compensated only as expressly set forth below and supported by documentation acceptable to Owner:

Reimbursable Expenses may be paid only if later authorized by written Amendment stating the amount, cap, and basis.

ARTICLE 3 PARTY REPRESENTATIVES

§ 3.1 Owner identifies the following representative in accordance with Section 1.3 of the Agreement:
(List name, address, and other information.)

Owner's Project Representative designated by Owner in written notice
North Broward Hospital District d/b/a Broward Health
1800 NW 49th Street, Fort Lauderdale, FL 33309
Email as designated by Owner in written notice
Phone as designated by Owner in written notice

§ 3.2 Consultant identifies the following representative in accordance with Section 1.4 of the Agreement:
(List name, address, and other information.)

Consultant's authorized representative identified on its signature page
[AWARDED DESIGN PROFESSIONAL FIRM—INSERT FROM AWARD NOTICE]
Address stated on Consultant's signature page
Email stated on Consultant's signature page
Phone stated on Consultant's signature page

This Exhibit C is agreed and incorporated into the Project-Specific Contract for Architectural and Engineering Services as of the Effective Date.

OWNER:
NORTH BROWARD HOSPITAL DISTRICT

D/B/A BROWARD HEALTH

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:
[AWARDED DESIGN PROFESSIONAL FIRM—INSERT FROM AWARD NOTICE]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

Project Scope and Deliverable Specifications

The Project Scope and Deliverable Specifications consist of the requirements of the Agreement, RFQ No. 2026-0012, all Addenda, Consultant's RFQ Response and selection commitments, and any final negotiated scope attachment executed by the parties.

Exhibit 2

Consultant's Personnel and Rates Schedule

NOT TO BE COMPLETED OR SUBMITTED WITH A STATEMENT OF QUALIFICATIONS

Consultant personnel classifications and rates will be requested from and negotiated only with the highest-ranked selected firm pursuant to section 287.055(5), Florida Statutes, and will be attached only upon successful negotiation and execution of the Agreement. If negotiations are unsuccessful, Owner may terminate negotiations and proceed in accordance with section 287.055, Florida Statutes.