



REQUEST FOR PROPOSAL

FOR

Districtwide Facility Design Standards

Southfield Public Schools
24661 Lahser
Southfield, Michigan 48033

DUE: May 12, 2023 by 12:00 P.M., Local Time

Southfield Public Schools
John W. English Administration Building
24661 Lahser Rd
Southfield, MI 48033

TO: Prospective Consultants

FROM: Jesse Sutton
Southfield Public Schools
Purchasing

Rick Erickson
Owner's Representative
Plante Moran Cresa

DATE: Friday, April 28, 2023

SUBJECT: Request for Proposal

The Southfield Board of Education is accepting Proposals for the development of Districtwide Facility Design Standards for Southfield Public Schools, in accordance with the specifications, terms and conditions stated herein.

REQUEST FOR PROPOSAL
Southfield Public Schools

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SECTION I: INSTRUCTIONS TO CONSULTANTS

1. The Southfield Public Schools Board of Education will be accepting Proposals for the **Development of Districtwide Facility Design Standards** in accordance to the specifications herein. All Request for Proposals will bind Consultants to the conditions and requirements set forth in the following instructions and conditions. Such instructions and conditions shall form an integral part of each contract awarded by Southfield Schools.

All Proposals must be submitted to the link below no later than **May 12, 2023 12:00 P.M., local time.** Any Proposals received after that time will not be accepted.

SPSDesignStandardsProposal@docs.e-builder.net

The intent is to award a contract and initiate the Consultant's services on May 22, 2023.

2. Proposals must contain; in writing all terms and conditions of the offer being made. Verbal representations made before or after Proposals are submitted will not be considered unless they were made in answer to questions as by Southfield Public Schools or its representatives.
3. All questions are to be submitted to the link referenced in item 1 above. Any and all clarification questions pertaining to this Request for Proposal, must be submitted no later than **May 5, 2023 12:00 P.M., local time.** Material questions will be answered in writing in the form of Addenda and distributed via email.
4. The Board of Education reserves the right to accept any item in the proposal, to accept or reject, in whole or in part, any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest consultant. The Board reserves the right to split the Proposal in any manner deemed to be in the best interest of the School District.
5. Proposals must meet or exceed all specifications herein. No alterations, erasure or addition is to be made on the original typewritten matter. Any and all deviations from specifications must be clearly detailed on a separate addendum sheet provided by the consultant; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful consultant will be held responsible thereof.
6. Southfield Public Schools shall not be responsible for any cost or expense the consultant incurs during the preparation of this proposal.
7. All proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Southfield Public Schools.
8. All proposals must also include the executed form certifying the Contractor's status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

9. Upon selection of the successful consultant, the proposal document will be incorporated into a contract. The Board reserves the right to accept or reject any or all proposals.
10. Southfield Public Schools reserves the right to request clarification of information submitted and to request additional information of one or more consultant.
11. Any contract awarded pursuant to this Request for Proposal shall not be binding on Southfield Public Schools until all parties have executed a written contract. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied by Southfield Public Schools and shall contain, at a minimum, applicable provisions of the request for proposal. Southfield Public Schools reserves the right to reject any agreement that does not conform to the request for proposal or any of its requirements for agreements and contracts.
12. The consultant shall not assign or transfer any interest in the contract without the prior written consent of Southfield Public Schools.
13. No reports, information or data given to or prepared by the consultant under the contract shall be made available to any individual or organization by the consultant without the prior approval of Southfield Public Schools.
14. All prices shall be extended in decimals, not fractions, and rounded to the nearest whole dollar.
15. References - Consultant to include references from five locations (schools preferred) where they are currently providing services. Include location, address, service provided, contact name and phone number.
16. Interviews for Consultants responding to this Request for Proposal are tentatively scheduled for the week of May 15, 2023.
17. Attached to this RFP is a form of Contract under which the Districtwide Facility Design Standards Services (also referred to herein as the "Services") requested under this RFP shall be provided by the successful Consultant (the "Contract" and referred to throughout the Contract as the "Agreement"). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the Consultant, and should be reviewed carefully by each Consultant prior to submitting a Proposal. Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Consultant MUST be specifically enumerated by the Consultant and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Consultant's opinion, are not applicable to, the Consultant. The Consultant shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Consultant's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the manner required on the Forms provided as part of this RFP.

18. This is a Request for Proposal only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Consultant shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as Attachment _____. The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful Consultant. The Contract should be reviewed carefully by each Consultant prior to submitting a Quotation. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Consultant relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Consultant and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Consultant's opinion are not applicable to, the Consultant, provided however, that exceptions or special conditions of the Consultant will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Consultant by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel.

(NOTE: To the extent Capitalized terms are used throughout this RFP, those terms shall have the same meaning as defined in the Contract.)

SECTION II: SPECIFICATION

SCOPE OF SERVICES No. 1

Southfield Public Schools is soliciting proposals for the development of Districtwide Facility Design Standards.

I. SERVICES & PERIOD OF PERFORMANCE

- a) **Category of Services:** - Consulting
- b) **Period of Performance:** - May 22, 2023 through June 30, 2023
- c) **Location of service to be performed:** Districtwide
- d) **Summary of Services to be performed:**

Development of Districtwide Facility Design Standards for all CSI Divisions, as defined in **Attachment E**, to assist district selected Architectural Firms in specifying appropriate materials, finishes, manufacturers, attic stock, warranties, etc. in accordance with the district's input and direction.

Responsibilities will include, but not be limited to, the following:

- a. Districtwide Facility Design Standards shall address pre-K and K-12 facilities
- b. Lead meetings with various district personnel to review, discuss, and document appropriate materials, finishes and options for districtwide specifications.
- c. Bringing in specialty consultants and engineers such as mechanical, electrical, plumbing, food service, hardware, civil, athletics, and playgrounds during appropriate times.
- d. Provide notes and minutes of all discussions, decisions and direction
- e. Compile data and publish into a Districtwide Facility Design Standards manual. Provide electronic file plus three (3) hard copies in a binder

II. DELIVERABLES

The Parties agree and acknowledge that the Consultant's delivery of Services provided to SPS pursuant to this Agreement and Scope of Services shall result in the following deliverables:

- Districtwide Facility Design Standards Manual

III. FEES

- The SPS reserves the right to prorate fees for deliverables not met.
- Unless otherwise provided in this Section III FEES, payment terms listed include all costs and fees for services, supplies, travel, and all other expenses needed to fulfill this Scope of Services.

- Absent an authorized Contract, this Scope of Services does not, in and of itself, represent a commitment by the SPS to receive any services from Consultant or pay Consultant any fees.

SECTION III: EXCEPTION TO SPECIFICATION FORM

Consultant shall enter all exceptions to the specifications in this section to be considered by the Southfield Public Schools Board of Education. The Southfield Public Schools Board of Education has sole determination of accepting or rejecting exceptions entered below.

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

SECTION VII: CERTIFICATION REGARDING THE REQUEST FOR PROPOSAL

Request for Proposal: Districtwide Facility Design Standards

Consultant hereby certifies the following by checking yes or no by each item.

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. The Consultant certifies they have read and examined all aspects of the REQUEST FOR PROPOSAL documents, including all addenda and will provide as described herein for the prices set forth in this Proposal. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Consultant has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Proposal offer. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Consultant shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this REQUEST FOR PROPOSAL, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Consultant certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. This Proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a Proposal for the same purpose and in all respects is fair and without collusion or fraud. The Consultant certifies that it has not divulged, discussed or compared its Proposal with other CONSULTANTS and has not colluded with any other CONSULTANTS or parties to a Proposal whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The Consultant certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The Consultant certifies they have read and understand the Equal Opportunity policy statement. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Consultant certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012). | <input type="checkbox"/> | <input type="checkbox"/> |

The Consultant certifies the information they have provided is correct and agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda and the Proposal as set forth in these Contract Documents. The parties intend for this to become part of the final and complete Contract between Southfield Public Schools and the Consultant.

Name (Print)	Title	Signature	Date
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SECTION VIII: CERTIFICATION REGARDING ELIGIBILITY

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION
LOWER TIER COVER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective recipient of federal assistance funds certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal debarment or agency.

B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

SECTION X: EQUAL OPPORTUNITY POLICY STATEMENT FORM

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH and WORKFORCE DEVELOPMENT AGENCY, STATE OF MICHIGAN

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Innovation and Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Name (Print) _____ Title _____ Signature _____ Date _____

SECTION XII: CONSULTANT INFORMATION AND PROPOSAL FORM

A. Consultant Name _____

Address _____ City: _____ State: _____ Zip Code: _____

Phone _____ Fax: _____ Email: _____

B. Contracting Classification: General () Sub () Consultant ()

C. Business Structure: Corporation () Partnership () Sole Proprietor ()

D. Number of staff _____ Number of local staff _____

E. Number of years in business as the company named above _____

F. Largest single contract this company has held \$ _____ With whom? _____

G. Annual gross sales for last three (4) years:

2019 _____ 2020 _____ 2021 _____ 2022 _____

H. Geographical area of operations _____

I. Provide business name, contact person and telephone numbers of three (3) references, preferably in education.

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

J. Deviations from specifications? ___ Yes ___ No

K. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials

L. List all anticipated sub-consultants:

Civil _____

Landscaping _____

Electrical _____

Mechanical _____

Plumbing _____

Technology/AV _____

Other _____

M. Exceptions to the project schedule? ___ Yes ___ No

If yes, please clarify _____

N. Proposed Lump Sum Fee, inclusive of reimbursable expenses: \$ _____

The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted herein are acknowledged, and the firm prices and terms are specified by the consultant are true and accurate.

Signature of Consultant

Legal Name of the Firm

Print Name of Consultant & Title

Date

<p>Proposal Checklist</p> <ul style="list-style-type: none"><input type="checkbox"/> Bid Proposal Form (this document)<input type="checkbox"/> Staff Allocation Matrix<input type="checkbox"/> Staff Hourly Rate Schedule<input type="checkbox"/> Familial Disclosure Statements<input type="checkbox"/> Iran Disclosure Statement<input type="checkbox"/> W-9<input type="checkbox"/> Certificate of Insurance
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**SOUTHFIELD PUBLIC SCHOOLS
PROJECT SCOPE – ATTACHMENT “E”
APRIL 28, 2023**

The list below is based on the 2018 CSI MasterFormat and is intended to provide a framework for the Districtwide Facility Design Standards manual and is not intended to be all inclusive. There may be other similar materials, equipment accessories, etc. that will need to be included in the standards manual. The Consultant will coordinate with SPS to finalize the list of divisions to be included.

Division 01 – General Requirements

Division 02 – Existing Conditions

Division 03 – Concrete

Division 04 – Masonry

Division 05 – Metals

Division 06 – Wood, Plastics, and Composites

Division 07 – Thermal and Moisture Protection

Division 08 – Openings

Division 09 – Finishes

Division 10 – Specialties

Division 11 – Equipment

Division 12 – Furnishings

Division 13 – Special Construction

Division 14 – Conveying Equipment

Division 15 – Not Used

Division 16 – Not Used

Division 17 – Not Used

Division 18 – Not Used

Division 19 – Not Used

Division 20 – Not Used

Division 21 – Fire Suppression

**SOUTHFIELD PUBLIC SCHOOLS
PROJECT SCOPE – ATTACHMENT “E”
APRIL 28, 2023**

Division 22 – Plumbing

Division 23 – Heating Ventilating and Air Conditioning

Division 24 – Not Used

Division 25 – Integrated Automation

Division 26 – Electrical

Division 27 – Communications

Division 28 – Electronic Safety and Security

Division 29 – Not Used

Division 30 – Not Used

Division 31 – Earthwork

Division 32 – Exterior Improvements

Division 33 – Utilities

Division 34 thru 48 – Not Used

**CONSULTANT ACKNOWLEDGEMENT OF SPS CONFLICT OF
INTEREST POLICY AND CONSULTANT DISCLOSURE STATEMENT**

AFFIDAVIT OF _____

(name of affiant)

STATE OF MICHIGAN

COUNTY OF _____

_____ makes this Affidavit under oath and states as follows:

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts of Interest involving members or employees of the District, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

- (a) Him or Herself.
- (b) Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
- (c) Any private corporation in which one is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
- (d) Any trust of which he or she is a beneficiary or trustee.
- (e) Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
- (f) Represent either party in the transaction.
- (g) Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Furthermore, neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the Southfield Public Schools, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF

INTEREST INVOLVING MEMBERS OR EMPLOYEES OF THE SOUTHFIELD
PUBLIC SCHOOLS does not exist other than: _____

Name (type or print): _____

Signature: _____
(Must be signed by President or Vice President)

Position: _____

Firm: _____

Subscribed and sworn to before me this ____ day of _____, 2023

Notary Public, _____

My Commission expires: _____, _____

Review by Office of Procurement and Logistics:

Comments: _____

Accept: _____ Decline: _____

Signature of Authorized Representative

Affidavit of Consultant -Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Consultant"), pursuant to the familial disclosure requirement provided in the Southfield Public School District (the "School District") advertisement for service bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of the School District, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

CONSULTANT: _____

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2023, by

_____.

BOARD OF EDUCATION

President:	Ashanti L. Bland
Vice President:	Yvette Ware-Devaull
Secretary:	Leslie L. Smith-Thomas
Treasurer:	Amani Johnson
Trustee:	Darrell B. Joyce
Trustee:	Talisha Belk
Trustee:	Jillian Holloway
Superintendent:	Dr. Jennifer Martin-Green

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of _____ (the “Consultant”), pursuant to the compliance certification requirement provided in the Southfield Public Schools Request For Proposal hereby certifies, represents and warrants that the Consultant (including its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Consultant is awarded a Contract the Consultant will not become an “Iran Linked Business” at any time during the course of performing under the Contract.

The Consultant further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an RFP for three (3) years from the date it is determined that the person has submitted the false certification.

CONSULTANT: _____

By: _____

Its: _____

STATE OF MICHIGAN

COUNTY OF _____

The instrument was acknowledged before me on the ____ day of _____, 2023, by

_____.

_____ (signature)

_____ (printed)

Notary public, State of Michigan, County of _____

My commission expires on _____

Acting in the County of _____

DRAFT AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the «» day of «» in the year «Two Thousand Twenty Three.»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Southfield Public Schools »
«24661 Lahser »
«Southfield, MI 48033 »

and the Consultant:
(Name, legal status, address, and other information)

« »
« »
« »
« »

Consultant's discipline:

Architectural and Engineering Services

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

«Southfield Public Schools »
«Districtwide Facility Design Standards

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

See description of the Project as defined in the Owner's Request for Quotation for District Wide Facility Design Standards dated April 28, 2023 (hereinafter the "RFQ"), attached hereto as **Exhibit A**, and incorporated herein, and the Consultant's Quote dated _____, 2023 (hereinafter the "Quote"), which is attached hereto as **Exhibit B** and incorporated herein. The parties agree that where there is a conflict between the terms of this Agreement, the RFQ, and the Quote, this Agreement shall take precedence. Notwithstanding the foregoing, the parties agree that any Terms and Conditions attached to the Consultant's Quote, if any, are null and void and not applicable to this Project.

§ 1.2 Not Used

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:
«Not applicable»

.2 Date for commencement of construction:
«Not applicable»

.3 Substantial Completion date:
«Not applicable»

.4 Other milestone dates:
«Award contract for the development of Districtwide Facility Design Standards = May 23, 2023

Complete Districtwide Facility Design Standards and provide Districtwide Facility Design Standards Manual no later than June 30, 2023»

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant may, upon mutual written

amendment to this Agreement equitably adjust the schedule, the Consultant's services, or the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

As set forth in the Owner's RFQ, which is attached hereto as **Exhibit A**, and accepted portions of the Consultant's Quote, which is attached hereto as **Exhibit B**, to the extent those portions are not in conflict with this Agreement.

§ 2.2 The Consultant acknowledges the Owner is relying on the Consultant's professional skills expertise, and experience with public school facilities. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

« »
« »
« »
« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants, its Owner's Representative Consultant ("Project Team"). The Consultant may communicate with the Project Team for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. Subject to the Consultant's professional judgement, experience, and expertise, and upon careful examination of such information Consultant shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall obtain and maintain at its sole expense the following insurance at no additional cost to the Owner during and for the duration of this Agreement.

§ 2.7.1 Commercial General Liability with policy limits of not less than «One Million Dollars» (\$1,000,000.00) for each occurrence and «Two Million Dollars» (\$2,000,000.00) in the aggregate for bodily injury and property damage. In addition, an Umbrella Policy with limits of not less than Two Million Dollars (\$2,000,000).

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than «One Million Dollars» (\$1,000,000.00) per claim and «One Million Dollars» (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than «One Million Dollars» (\$1,000,000.00).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars» (\$1,000,000.00) per claim and «Two Million Dollars» (\$2,000,000.00) in the aggregate.

§ 2.7.6 The Owner, Architect, and the Owner’s Representative Consultant, shall be an additional insured on the Consultant’s primary, excess, and umbrella insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. See the Consultant’s Certificate(s) of Insurance attached hereto as **Exhibit C**, including coverage for Professional Liability, and incorporated herein. The Certificates shall be updated and provided to the Owner at least annually or as the prior Certificate expires.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. Such certificates shall provide thirty (30) days written notice to Owner prior to cancellation thereof.

§ 2.7.8 If the Consultant neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, at its option, either terminate this Agreement or procure such insurance and adjust the Consultant’s compensation downward by the premiums paid, or to be paid, by Owner.

§ 2.7.9 All required insurance shall be provided by insurance company(s) with an A.M. Best rating of A- or better. Without waiving Consultant’s insurance obligations or responsibility for the service of its subconsultants, Consultant shall require all its subconsultants to maintain the same insurance coverage as stated above. Consultant shall deliver, within twenty (20) days of issuance and of each renewal or replacement, to Owner certificates evidencing that the foregoing insurance is in full force and effect.

§ 2.7.10 Copies of Consultant’s insurance policies, including all exceptions and exclusions, shall be provided to Owner upon Owner’s written request.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant’s Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[] Consultant’s Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner’s approval, a schedule for the performance of the Consultant’s Services. If relevant to the Consultant’s Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not be exceeded by the Consultant.

[] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits or Deliverable Due Dates <i>(Insert number of calendar days or deliverable due dates)</i>
Per RFP	Per RFP

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall, upon mutual agreement and execution by the parties of a written amendment, entitle the Consultant to compensation pursuant to Section 8.2. Consultant shall not be entitled to compensation for any Additional Services not authorized by an executed written Amendment.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Acknowledging the Owner's status as a public body, and unless otherwise provided for under this Agreement, the Owner shall provide information reasonably requested by the Consultant in a timely manner regarding requirements for and limitations on the Project. However, the failure by the Owner to furnish any information to the Consultant shall not relieve the Consultant of any liability hereunder, nor extend the time in which the Consultant is to perform such duties unless the Consultant notifies the Owner in writing that the lack of such information may impede the progress of the Project.

§ 4.2 Owner's Designated Representative.

The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the Designated Representative upon written notice to the Consultant; and the Owner may modify the scope of authority of the Designated Representative in like manner. The Consultant acknowledges that the Owner is a public body and that certain requests or authorizations may require approval of its governing body subject to timing requirements and notice as required by the Open Meetings Act.

(List name, address, and other information)

Dr. Jennifer Green, Superintendent
«Southfield Public Schools »
«24661 Lahser Road »
«Southfield, MI 48033 »

§ 4.2.1 **Owner's Representative Consultant.** The Owner has engaged Plante & Moran Cresa, LLC ("PMC") as an independent Owner's Representative Consultant ("Owner's Representative Consultant"). The Consultant shall keep Owner's Representative Consultant informed of matters regarding the Project. Notwithstanding the foregoing, Owner's Representative Consultant shall have not authority, express or implied, to enter into agreements on behalf of the Owner, modify or amend this Agreement, or otherwise bind the Owner. The following individual, subject to change upon written notification to the Consultant, shall be primary contact for the Owner's Representative Consultant:

(List name, address, and other information.)

Tawanesha Jones-Williams
Plante & Moran Cresa, LLC
3000 Town Center, Suite 100
Southfield, MI 48075

§ 4.3 The Owner being a public body shall render decisions and review the Consultant's submittals, if any, within a reasonable time after being requested to do so to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. Consultant shall provide the Owner reasonable advance written notice of any due dates by which decision or approvals are required.

§ 4.4 The Owner shall assist the Consultant with coordinating its services with the Owner's other consultants, but the Owner's failure or omission to do so shall not relieve the Consultant of its responsibilities hereunder. Upon request, the Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services, but the Owner's failure or omission to do so shall not relieve the Consultant of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants.

§ 4.5 Not Used

§ 4.6 The Owner shall endeavor to provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's services, but the

Owner's failure or omission to do so shall not relieve the Consultant of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation. Nothing in this Agreement shall be construed so as to require Owner or any member of the Project Team, to review, inspect, observe, investigate, or in any other way determine the adequacy, accuracy, or sufficiency of the services of the Consultant or provide any quality control or assurance of the Consultant's services. Consultant shall remain responsible to the Owner for the quality, accuracy, and completeness of its services provided under this Agreement.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, manuals, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 Owner shall be deemed the exclusive property owners of the Instruments of Service. Owner shall be the owner of all rights in the Instruments of Service including, but not limited to, surveys, drawings, specifications, manuals, models, renderings, reports, domain names, trade names, service marks, copyrights, patents, and other work product, both as works in progress and as finished products. No such Instruments of Service shall contain any third party proprietary software or other intellectual property rights without Owner's prior written consent. The parties acknowledge and agree that Consultant shall retain ownership and copyright in all pre-existing materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to the commencement of services under this Agreement.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Consultant arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Consultant shall commence all Claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and, except as provided herein, within the period specified by applicable law.

§ 6.1.2 Pending final resolution of any Claims, the Consultant shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 6.1.3 The Consultant shall initiate by written notice, any Claims for an increase to the Consultant's compensation, and obtain Owner's written approval, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Consultant shall initiate a Claim by written notice to the Owner no later than twenty one (21) days after the event giving rise to such Claim.

§ 6.2 Alternative Dispute Resolution

§ 6.2.1 Within ten (10) business days of receipt of a written notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by escalating the Claim to persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement (Negotiation). If the parties agree on the method of resolving such claim, such method shall be embodied in a written agreement signed by the Owner and the Consultant. Any Claim, dispute, or other matter in question arising out of or related to this Agreement and not resolved by Negotiation shall be subject to Alternative Dispute Resolution (ADR) as a condition precedent to binding dispute resolution.

§ 6.2.2 On those occasions when Negotiation does not resolve the Claim, the parties to this Agreement shall be compelled to seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- .1 The parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to Section 6.2.1. The mediator shall render his/her decision within fourteen (14) days of said meeting;
- .2 The purpose of the mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award. The confidentiality of mediation shall be governed by the Michigan Court Rules and the Michigan Rules of Evidence;
- .3 In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law;
- .4 During the pendency of this alternative dispute resolution process, the parties agree that the statute(s) of limitations applicable to all Claims that are the subject of this process shall be tolled;
- .5 Should a party's claim also concern claims against or by contractor, Architect and/or Construction Manager, then Owner may include contractor, Architect and/or Construction Manager in the alternative dispute resolution process; and
- .6 Consultant shall continue providing all services during any dispute, including during the alternative dispute resolution process.

§ 6.2.3 The parties shall share the mediator's fee. The Alternative Dispute Resolution shall be held in the place where the Owner is located, as indicated on page one of this Agreement, unless another location is mutually agreed upon.

§ 6.2.4 If the parties do not resolve a dispute through Negotiation or Alternative Dispute Resolution pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 6.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction, unless otherwise mutually agreed to by the parties, subject to the venue requirements of this Agreement

[« »] Other: (Specify)

§ 6.3 NOT USED

§ 6.3.1

§ 6.3.1.1 NOT USED

§ 6.3.2 NOT USED

§ 6.3.3 NOT USED

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 NOT USED

§ 6.3.4.2 NOT USED

§ 6.3.4.3 NOT USED

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make undisputed payments to the Consultant in accordance with this Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for termination or suspension of performance of services under this Agreement. If the

Consultant elects to suspend services, the Consultant shall give fourteen (14) days' written notice to the Owner to cure within ten (10) business days before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all undisputed sums due prior to suspension. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed to in writing by the parties.

§ 7.2 If the Owner suspends the Project or the Consultant's services for more than one hundred and twenty (120) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than one hundred and twenty (120) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than fourteen (14) days' written notice.

§ 7.4 Should the Consultant breach any provision of this Agreement, Owner may declare Consultant in to be in default. Should Consultant fail to cure any default within fourteen (14) days after written notice by Owner, then Owner may terminate this Agreement in whole or in part. Nothing herein shall waive Owner's rights to pursue any other remedy provided in law or in equity.

§ 7.5 The Owner may terminate this Agreement at any time for the Owner's convenience and without cause. Owner's sole responsibility shall be to pay Consultant for services performed and accepted prior to termination, without any lost profit and without wavier of damages, if any, flowing from Consultant's acts or omissions.

§ 7.6 Upon termination, Consultant shall discontinue performance, cease placing all future orders, and promptly cancel all orders to its subconsultants.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

The aforementioned compensation is inclusive of all taxes and fees, including permitting fees, due under this Agreement or related to the services provided herein. Consultant shall be solely responsible for remitting any such taxes to the appropriate government agency.

§ 8.2 The Owner shall compensate the Consultant for Additional Services, that are approved in writing in advance by mutual agreement and amendment, as set forth in such written amendment.

§ 8.3 The hourly rate schedule for services of the Consultant and the Consultant's subconsultants, if any, are set forth in the Consultant's Quote, which is incorporated herein and attached hereto as **Exhibit B**. Notwithstanding anything provided in Exhibit B, these rates shall remain in place for the duration of the Project.

§ 8.4 Unless otherwise agreed, undisputed payments for services shall be made monthly in proportion to services performed. Consultant shall provide reasonable backup as requested by Owner. Consultant shall submit with each invoice unconditional lien waivers for all the past payments received along with each of the payment invoices and conditional for requested payment. Undisputed payments are due and payable within forty-five (45) days of the Owner's receipt of the Consultant's invoice. Amounts unpaid ~~sixty~~ (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. Consultant shall deliver a full and unconditional waiver upon final payment.

(Insert rate of monthly or annual interest agreed upon.)

Zero percent (0 %)

§ 8.5 Owner shall be entitled to withhold any portion of any payment it disputes in good faith until final resolution of such dispute is resolved in accordance with this Agreement. Owner shall notify Consultant in writing, with reasonably detailed explanation, of such withholding no later than the date payment of the withheld portion is due.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project. Any Reimbursable Expense must be approved by the Owner in advance of the Expense incurred or be part of a Not-to-Exceed agreed amount. Reimbursable Expenses may include the following:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 With prior written approval of the Owner, fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Not Used;
- .8 All taxes levied on professional services and on reimbursable Expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Consultant.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Not Applicable.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall submitted with each invoice.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

One Dollar (\$1.00).

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the State of Michigan.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least fourteen (14) days prior to the requested dates of execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." Except as stated below, if the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. Except as

required by law, if a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1; provided, however, that the Consultant acknowledges that the Owner is a public entity subject to the Freedom of Information Act ("FOIA") and that the Owner may produce Confidential Information when such production is reasonably believed to be responsive to a FOIA request. The determination of whether the Confidential Information is responsive to a FOIA request or whether an exemption applies shall be made by the Owner in its sole discretion.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

§ 9.7 The Owner plans to utilize a web-based collaborative program management project software to assist in the efficient communication of all Project information to pertinent team members. The selected e-Builder platform will be utilized for storage of all pertinent Project correspondence (Meeting Minutes, RFI's, Submittals, Drawing set issuances, Bulletins, etc.), as well as for payment application and invoice processing, and change management approvals. All firms will be required to participate in e-Builder platform training and subsequent utilization of the software for their role and information transfer throughout the Project.

§ 9.8 The Agreement shall not render Consultant an employee, partner, agent of, or joint venture with Owner for any purpose. Consultant is and will remain an independent contractor in relationship to Owner. Owner shall not be responsible for withholding taxes with respect to the compensation of the Consultant hereunder. Consultant shall have no claim against health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

§ 9.9 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

§ 9.10 Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

§ 9.11 Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

§ 9.12 Prior to the award of any subconsultant subcontract, the Consultant shall consult with the Owner and shall submit the name of the proposed subconsultant and proposed subcontract form to the Owner for review. The Owner reserves the right to disapprove any proposed subconsultant for any reason. Copies of executed subconsultant subcontracts shall be provided to Owner.

The Consultant shall bind each and every subconsultant to the terms stated herein and shall require that all persons rendering Services under this Agreement are properly licensed to provide such Services in the locale in which the Project is located.

The Consultant hereby agrees to include a provision in all subcontracts issued for Services hereunder allowing the Consultant to assign said subcontract to the Owner or Owner's designee without the subconsultant's consent. The Consultant shall require all subconsultants to include a similar assignment provision in each and every subcontract subconsultant issues for Services hereunder.

The Consultant shall coordinate its Services with all other subconsultants and with the Owner.

The Consultant shall be responsible for and shall include in its compensation, as set forth in Article 8 of this Agreement, the cost of the services of all subconsultants retained or to be retained by the Consultant, unless specifically stated otherwise and approved in writing by the Owner.

§9.13 The Consultant shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, assigns, and Owner's Representative Consultant from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Consultant's performance of the services pursuant to this Agreement and/or from Consultant's violation of any of the terms of this Agreement, including, but not limited to: (a) the negligent acts, omissions, or willful misconduct of the Consultant, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (b) any breach of the terms of this Agreement by the Consultant, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (c) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (d) any breach of any representation or warranty by the Consultant, its officers, directors, employees, successors, assigns, contractors, Consultants and agents under this Agreement. The Consultant shall notify the Owner by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Owner may be entitled to indemnification under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Consultant's Insurance obligations contained in this Agreement.

ARTICLE 10 SCOPE OF THE AGREEMENT

§ 10.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant, as modified for the Project, and an attached Exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence. In the event of any other inconsistency between or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner's sole discretion) shall control.

§ 10.2 This Agreement is comprised of the following documents listed below:

- .1 This AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant, as modified for the Project.
- .2 Other documents:
(List other documents hereby incorporated into the Agreement.)
 Exhibit A – Owner's Request for Quotation dated April 28, 2023
 Exhibit B – Consultant's Quote in response to Owner's Request for Quote dated _____, 2023, with the exception of any portion which is inconsistent with the Agreement;
 Exhibit C – Consultant's Insurance Certificates

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
 « »

(Printed name and title)

(date)

CONSULTANT (Signature)
 « »

(Printed name and title)

(date)