

**"AGREEMENT FOR SMOKE CONTROL TESTING AND INSPECTIONS CONSULTING
SERVICES"**

THIS CONSULTANT AGREEMENT (this "Agreement") is made as of the _____ day of _____, 201__ (the "Effective Date"), by and between, Dr. Phillips Center for the Performing Arts, Inc. ("DPC" or "Owner"), and _____ ("Consultant").

"CCR": City of Orlando Construction
Representative
Orlando Venues Project Office
Orlando City Hall
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

"City": City of Orlando
Orlando City Hall
400 South Orange
Avenue P. O. Box 4990
Orlando, Florida 32802-4990

"Construction Manager": Whiting-Turner Contracting Company
401 South Rosalind Ave, Suite 200
Orlando, Florida 32801

"Consultant": Howe Engineers
101 Longwater Circle, Suite 203
Norwell, MA 02061

"CRA": City of Orlando Community
Redevelopment Agency
Orlando City Hall
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

"Owner": Dr. Phillips Center for the Performing Arts, Inc.
445 South Magnolia Avenue
Orlando, Florida 32801

“Owner Representative”: The Projects Group
301 Commerce Street, Suite 1301
Fort Worth, TX 76102

“Production Architect”: HKS Architects, Inc.
225 East Robinson Street
Orlando, Florida 32801

“Project”: The Dr. Phillips Center for the Performing Arts – Phase 2

DPC and the Consultant agree as set forth below:

ARTICLE 1

CONSULTANTS SERVICES AND RESPONSIBILITIES BASIC SERVICES AND ADDITIONAL SERVICES

Consultant's "Basic Services" consist of the terms described in Paragraphs 1.1 through 1.18 (the "Basic Services"). Consultant shall:

1.1 Perform all of the Professional Services included in Exhibit D - the "Special Inspections of Smoke Control Scope of Work", attached hereto and incorporated herein by reference as Basic Services. All services (Basic and Additional) provided by Consultant (the "Professional Services") shall be performed in accordance with that standard of professional care, skill, diligence, and quality that prevails among licensed, professional firms engaged in projects of similar scope, function, size, quality, complexity, and detail in comparable urban areas.

1.2 Agree that the term "Contract Documents" shall mean this Agreement, the Drawings and Specifications and all recorded Addenda thereto described in Exhibit A - Drawings and Specifications attached hereto and incorporated herein by reference. Consultant acknowledges receipt of a complete set of Contract Documents.

1.3 Bind each of its subconsultants by the terms of this Agreement. Subconsultants shall assume toward Consultant all of the obligations and responsibilities that Consultant assumes toward DPC by the terms of this Agreement.

1.4 Employ staff in the performance of the Professional Services that are qualified by training and experience to perform their assigned tasks. Consultant shall maintain its staff as set forth in Exhibit B – Key Personnel attached hereto and incorporated hereto by reference.

1.5 Retain all pertinent records relating to the Professional Services performed for the Project as required by Article 6 included herein.

1.6 Not assign or transfer Consultant's interest to any other entity without the written consent of the Owner and Owner's Representative. The Consultant shall have the right to engage other qualified consultants, architects, engineers, and draftspersons to assist in the preparation of the Professional Services required hereunder, provided such other personnel satisfy credentials specified in the Contract Documents and are acceptable to the Owner and Owner's Representative. Consultant represents that at least one principal member of the firm shall be licensed in the State of Florida for the entire term of this Agreement.

1.7 Be responsible for the safety of its employees and subconsultants. Consultant shall comply with all rules and regulations governing the conduct and safety of persons at and about the Project. Consultant shall ensure that the Consultant's subconsultants and other entities for which

it is responsible for comply with such rules and regulations.

1.8 Provide Professional Services on the Project in cooperation with the following consultants and possibly others who will be independently employed by DPC. The Owner shall be responsible for work and the performance of these consultants regardless of any review or approval by Consultant.

- a) MEP Engineer – TLC Engineering for Architecture, Inc.
- b) Production Architect – HKS Architects, Inc.

1.9 Perform without expense to DPC such Professional Services as may be required to correct or remedy any negligent error, omission or act of Consultant or any entity for which it is responsible.

1.10 Prepare and assist Construction Manager in the filing and presenting to all governmental authorities with jurisdiction all necessary and required materials, plans and documents in order to secure each and every approval from such authorities (including, but not limited to variances, utilities, permits and inspections) in order that the Project and the site may be used by DPC for the purposes which DPC intends to make use of them. DPC and The City will cooperate with Consultant in the preparation and presentation thereof.

1.11 Make periodic visits to the Project site to inspect construction activities as required by the Agreement and as requested by the Owner, Owner's Representative, or Construction Manager. On the basis of its observations, Consultant shall guard the Owner against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Contract Documents. Consultant shall submit periodic written reports, as may be and as often as shall be required by Owner and Owner's Representative, on the progress of construction.

1.12 Request and promptly review proposals for changes in the work, make recommendations to Owner and Owner's Representative, and, upon written authorization from Owner and/or Owner's Representative, perform such additional authorized Professional Services.

1.13 Attend meetings in the field, such as regular job meetings, as required.

1.14 Coordinate the activities of its consultants.

1.15 Assist Owner in obtaining temporary and permanent certificates of occupancy for the Project.

1.16 Perform all required inspection and review required by the Contract Documents including all related costs and expenses associated therewith, including without limitation, reimbursable expenses herein by reference, respectively (the "Reimbursable Expenses").

1.17 Maintain any and all insurance required by Article 7 of this Agreement.

1.18 Section deleted

1.19 Any Professional Services in addition to the Basic Services specified in Paragraphs 1.1 to 1.18 shall be requested and approved in writing in advance by Owner and/or Owner's Representative before being performed by Consultant and shall be deemed "Additional Services" and shall be a part of this Agreement (the "Additional Services"). Properly authorized Additional Services will be paid for as set forth in Paragraph 4.5.

ARTICLE 2

OWNER'S REPRESENTATIVE SERVICES AND RESPONSIBILITIES

Pursuant to the terms of the Owner's Representative Services Agreement entered into between and among DPC and The Projects Group, DPC delegated to The Projects Group certain rights and responsibilities of DPC in connection with the design and construction of Phase 2 of the Project as set forth in the Owner's Representative Services Agreement. In connection with this Agreement, Owner's Representative responsibilities consist of the items described in Paragraphs 2.1 through 2.7. Owner's Representative shall:

2.1 Provide Consultant with plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of Consultant.

2.2 Issue authorizations in writing giving Consultant access to the Project site.

2.3 Designate in writing a person(s) or firm to act as Owner's Representative ("Owner's Representative") on behalf of the Project; such person(s) or firm shall have complete authority to transmit instructions, receive information and data, examine the documents submitted by Consultant, interpret and define Owner's Representative policies and decisions with respect to the Project, render decisions pertaining thereto promptly so as to avoid delay in the progress of Consultant's Professional Services.

2.4 Designate in writing those persons or firms who are authorized to receive copies of Consultant's inspection reports.

2.5 Advise Consultant sufficiently in advance of any operations so as to allow for assignment of personnel by Consultant for completion of the required Professional Services. Such advance notice shall be in accordance with procedures established by mutual agreement of the parties.

2.6 Direct the Construction Manager, through DPC, either by a contract or direct written order to:

2.6.1 Provide the Special Inspector access to all portions of the structure that need inspections.

2.6.2 Advise the Special Inspector a minimum of twenty-four (24) hours in advance of construction operations that affect inspection schedule.

- 2.7 Reserve the right to employ other architects, engineers and consultants in connection with the Project.

ARTICLE 3

SCHEDULE

3.1 Consultant shall perform Basic Services and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of Owner and/or Owner's Representative, Consultant shall submit for Owner and/or Owner's Representative's approval a schedule for the performance of Consultant's Professional Services which shall be adjusted, as required so as not to delay the Project and, as the Project proceeds and shall include allowances for periods of time required for Owner and/or Owner's Representative's review and approval of submissions and for approvals of authorities having jurisdiction over the Project.

3.2 The schedule setting forth the milestone dates in which the Professional Services are to be performed is attached hereto and incorporated herein by reference as Exhibit B – Schedule (the "Schedule"). Consultant shall diligently and continuously prosecute and complete the Professional Services and coordinate the Professional Services with the other work being performed on the Project in accordance with the Schedule, any revisions to the Schedule, and any other scheduling requirements listed in the Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the other work or services being performed for the Project.

3.3 If Consultant fails to perform any of the Professional Services in accordance with the time, sequence or completion requirements of the Schedule, then Consultant shall, at its expense, schedule such overtime Professional Services and make such increases in its working forces as Consultant may require in order for Consultant to promptly cure its failure to comply with the Schedule.

ARTICLE 4

PAYMENTS TO CONSULTANT

4.1 Payments for Basic Services and Additional Services shall be made monthly and shall be in accordance with the compensation schedule set forth in Article 5.

4.2 Consultant shall submit each month to Owner and Owner's Representative on or before the last business day of each calendar month a detailed monthly invoice along with supporting documentation sufficient to establish that amounts requested for payment are actually due and were incurred in furtherance of the Project. Consultant will include any invoices for

Professional Services performed by sub-consultants as part of the monthly funding requests. Within Fifteen (15) business days after Owner's Representative's receipt and approval of an invoice, Owner's Representative shall submit a written request to the Owner ("Draw Request") along with the Consultant's invoice requesting payment to the Consultant from the Performing Arts Center Construction Fund ("PAC Fund") maintained by the Owner. Upon the Owner's receipt and approval of a Draw Request from Owner's Representative and accompanying invoice from the Consultant, the Owner shall, within Fifteen (15) business days thereafter, remit payment from the PAC Fund to the payee of the invoice. In the event Consultant retains any subconsultant in accordance with the terms of this Agreement, Consultant shall pay such subconsultant within Ten (10) business days of receipt of funds from the Owner.

4.3 Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment to Consultant hereunder, and may withhold its approval of any Application for Payment or nullify the whole or a part of any Application for Payment (to such extent as may be reasonably necessary to protect Owner from loss), if any one or more of the following conditions exist:

- 4.3.1 Consultant fails to commence or perform any of its obligations hereunder or is otherwise in default under this Agreement;
- 4.3.2 Claims are filed against Owner, Owner's Representative, City or the Project arising out of Consultant's Professional Services or there is reasonable probability of the filing of claims;
- 4.3.3 Consultant or entity for which it is responsible performs defective Professional Services which is not in accordance with Contract Documents or damages work of Construction Manager or another subcontractor or consultant;
- 4.3.4 Consultant fails to make payments timely to its subconsultants or for material or labor used in the Professional Services for which Consultant has received payment from or on behalf of Owner;
- 4.3.5 Consultant erroneously estimates the value of the Professional Services performed and the compensation to which it is entitled;
- 4.3.6 Consultant makes unauthorized deviations from the Contract Documents; and/or
- 4.3.7 Consultant fails to maintain the schedule.

When the above conditions are remedied or removed by Consultant, all payment withheld by Owner under this Paragraph 4.3 shall be then paid to Consultant.

4.4 Consultant promptly shall pay all bills for labor performed and materials furnished in connection with the performance of the Professional Services and at the request of Owner and/or Owner's Representative shall deliver to Owner and/or Owner's Representative copies of all invoices, receipts, affidavits and other evidence of payment. Prior to each disbursement hereunder,

and at any other time or from time to time, as Owner and/or Owner's Representative may request, Consultant shall furnish to Owner and/or Owner's Representative appropriate releases and satisfactions from all subconsultants, and other parties furnishing labor, materials, or both in the performance of the Professional Services.

4.5 Section Deleted

4.6 Prior to final payment and before issuance of the final certificate therefor, the following papers shall be filed by Consultant with Owner, Owner's Representative, and City:

4.6.1 A notarized affidavit stating that all monetary obligations to suppliers of materials, Professional Services and labor and all subcontractor have been paid or will be paid upon receipt of final payment.

4.6.2 The complete release of all liens pertaining to the Professional Services by Consultant and of all items performed by Consultant required by Owner and/or Owner's Representative or Owner's title insurance company as necessary for issuance of a lien-free endorsement to Owner's title insurance policy.

ARTICLE 5

BASIS OF COMPENSATION

5.1 In full consideration for the full and complete performance of the Basic Services and all obligations of Consultant hereunder, Owner shall pay to Consultant a sum of money equal to Eighty Nine Thousand Fourty Five Dollars (\$89,045.00), (the "Lump Sum NTE"), subject to adjustment as set forth in the Contract Documents. The itemization of the Lump Sum Not to Exceed Fee shall be per scope of service included in Exhibit D – Material Testing and Inspections Scope of Services.

5.2 "Reimbursable Expenses" (if any) will include only those actual and reasonable out-of-pocket expenses incurred by Consultant for the following items in connection with performing the Services, without additional markup:

(a) Expense of out-of-town travel (travel outside the metropolitan area in which the Consultant's traveling personnel is located) and related living expenses in connection with the Services, at the direction of and subject to the prior written approval of Owner; no first class air travel. Expense of long distance telephone communications in connection with the Services, subject to the approval of Owner, such approval not to be unreasonably withheld. All requests for reimbursement hereunder must state the particular business purpose for which such expense was incurred;

(b) Expense of reproductions, postage and handling of drawings, specifications and other documents used in connection with the Services, in accordance with unit prices to be

approved by Owner in writing in advance, such approval not to be unreasonably withheld, excluding reproductions for the record use of Consultant and Consultant's Subcontractors; and

(c) Expense of any additional insurance coverage or limits, including professional liability insurance, requested by Owner in excess of that required under this Agreement.

Owner shall reimburse Consultant for Reimbursable Expenses upon receipt of documentation to substantiate the Reimbursable Expenses incurred by the Consultant in connection with Consultant's performance of Basic Services however the total Reimbursable Expenses shall not exceed the amount of Fourteen Thousand Three Hundred Fifty Dollars (\$14,350.00) (the "Reimbursable NTE"). Consultant must not exceed such amount without Owner's prior written consent. No mark-up shall be permitted on Reimbursable Expenses.

5.3 Consultant has closely reviewed the Contract Documents and accepts the scope of Professional Services encompassed by the Basic Services insofar as the capability of being performed for the Lump Sum Not to Exceed Fee. Any modification to the Basic Services requested by Consultant shall not increase the Lump Sum Not to Exceed Fee.

ARTICLE 6

CONSULTANTS ACCOUNTING RECORDS AND AUDIT

6.1 Consultant shall maintain and shall require by written agreement that each of its subconsultants shall maintain, all information, materials and data of every kind and character related to the Project and this Agreement, including, without limitation, records, books, papers, emails, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contacts, commitments, arrangements, notes, daily diaries, reports, receipts, vouchers, and memoranda and any and all other agreements, sources of information in matters reasonably requested by the City, the City of Orlando Florida Community Redevelopment Agency ("CRA"), Orange County, the Orange County Comptroller, the Owner, or the Owner's Representative pertaining to any matters, rights, duties or obligations under or covered by any contract document related to the Project or this Agreement. Such records and documents shall include hard copy, as well as computer readable data, written policies and procedures, time sheets, cancelled checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.) correspondence, general ledger entries, change order files (including pricing data used to price change order proposals and documentation covering negotiated settlements), and other evidence according to accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature in connection with the performance of this Agreement (including Professional Services subcontracted hereunder) or the Project. All of said materials, books, records, documents and other evidence shall be retained by the Consultant and its subconsultants for a period of five (5) full years from the date of transmission by the City to the Orange County Comptroller of a report itemizing in detail expenditures related to the Project as

required by Section 9.3.4 of the Orlando/Orange County Interlocal Agreement dated August 6, 2007. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records of Consultant and its subconsultants shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

The City, CCR, Orange County and the Orange County Comptroller (or their designees) shall have full access in a timely manner during regular business hours, for inspection, review and audit, to all items referred to in the preceding paragraph. Such items shall be made available at the Consultant's place of business or at such other local location as may be specified by the Consultant or a record producing subconsultant upon reasonable notice to the requesting governmental entity. Consultant and its subconsultants shall provide and permit a requesting governmental entity reasonable work space and access to job sites, facilities, and current and former employees to review, investigate, and audit matters pertinent to this Agreement, the Project and various contracts related thereto. Records and documents subject to audit shall also include (i) those records and documents necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement, and (ii) any other records of Consultant or its subconsultants which may have a bearing on matters related to this Agreement or the Consultant's, or its subconsultant's, dealings with the City or CCR to the extent necessary to adequately permit evaluation and verification of

(a) compliance with contract requirements of this Agreement by the Consultant, and its subconsultant's compliance with contract or subcontract requirements; or

(b) compliance with provisions of this Agreement by the Consultant, or its subconsultant's compliance with contract requirements, for pricing change orders for Additional Services; or

(c) compliance with provisions of this Agreement by the Consultant, or its subconsultant's compliance with contract requirements; or

(d) compliance with provisions of this Agreement by the Consultant, or its Consultant's compliance with contract requirements, regarding pricing of claims submitted by the Consultant or its subconsultants; or

(e) compliance with applicable State statutes and County or City ordinances and regulations.

In those situations, where records have been generated from computerized data (whether mainframe, mini-computer or PC based computer systems), the requesting governmental entities' representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Provided that, Consultant or its subconsultants shall be permitted the right to retain their own public accounting firm for the purposes of conducting an audit in the event they disagree with the audit performed on or on behalf of any governmental entity. Neither the City, CCR, Orange County, or the Orange County Comptroller shall be responsible for any costs or expenses (including overhead) incurred by

Consultant or its subconsultants in complying with the record retention or audit requirements contained in this section.

Consultant shall include written provisions in all of its contracts with subconsultants mandating compliance and timely cooperation with the records retention and audit provisions set forth in this Article 6. The audit and record retention provisions of this Article 6 are in addition to any other audit and record retention requirements set forth in this Agreement. In the event of a conflict, the provisions of this Article 6 shall govern and control.

Owner, and not the City, shall be responsible for reimbursing Consultant the actual Direct Personal Expenses (without markup) incurred by Consultant in copying documents requested in connection with an audit hereunder or any other direct out-of-pocket expenses incurred by the Consultant in connection with an audit hereunder.

ARTICLE 7

INSURANCE

7.1 Before proceeding with any Professional Services, Consultant shall furnish to Owner, Owner's Representative, and City certificates of insurance in acceptable form executed in duplicate by insurance companies approved by Owner to evidence coverage by Consultant as set forth in Paragraph 7.3 below. Certificates which deviate from the acceptable form or which in Owner's opinion are incomplete will be returned for resubmission by Consultant. Consultant shall keep said insurance in full force until completion of the Professional Services and acceptance of the Professional Services by Owner. Such insurance shall be modifiable or cancelable only on written notice to Owner from such insurance companies, mailed thirty (30) days in advance of material modification or cancellation notice, via certified mail. In the event of such cancellation notice, Consultant shall obtain similar insurance coverage from other acceptable insurance companies prior to the cancellation of the original insurance coverage.

7.2 If Consultant does not provide required insurance coverage, Owner shall have the right to terminate the Agreement, or in its sole option, secure same on account of Consultant in which event Consultant shall pay the cost thereof and shall furnish all information required to obtain those policies. Said policies afforded under Consultant's requirements shall be primary insurance as to Owner, City, CRA, Owner's Representative, and all other insurance maintained by Owner in excess thereof shall be non-contributing with the insurance required hereunder, except for professional errors and omissions.

7.3 **REQUIRED INSURANCE COVERAGE MINIMUM LIMITS OF LIABILITY**

- | | |
|--|----------------------------|
| (a) <u>Worker Compensation:</u> | Statutory |
| (b) <u>Employer's Liability:</u> | \$1,000,000 |
| (c) <u>Commercial General Liability:</u> | \$2,000,000 per occurrence |

	/ \$3,000,000 aggregate
(d) <u>Motor Vehicle:</u>	\$2,000,000
(e) <u>Professional Liability Insurance:</u>	\$1,000,000 per occurrence
	/ \$2,000,000 aggregate

The insurance required in (a), (c), and (d) shall contain waivers of subrogation in favor of the Owner, Owner's Representative, City and CRA. The insurance required in (c) and (d) above shall name Owner, Owner's Representative, City and CRA, as additional insureds. If the insurance required in (e) proves not to be available for any reasons, Consultant shall obtain approval from Owner for a revised amount as appropriate.

7.4 INSURANCE ON OWNED OR RENTED EQUIPMENT: Consultant shall secure, pay for and maintain whatever Insurance it may deem necessary to protect itself against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools and equipment owned or rented by Consultant. The requirements to secure and maintain such insurance are solely for the benefit of Consultant. Failure of Consultant to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner or its agents and employees for any losses of owned or rented equipment. If Consultant secures such insurance the insurance policy shall include a waiver of subrogation clause as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against the Owner, Owner's Representative, City, and CRA."

ARTICLE 8

PERMITS AND LICENSES

8.1 Consultant shall obtain, as part of the Lump Sum Not to Exceed Fee, all necessary licenses, all building and occupancy permits and similar authorization from governmental or other authorities required in order to perform the Professional Services and give such notices required by and otherwise comply with all applicable laws, ordinances, rules, regulations and restrictions. Consultant shall notify Owner and/or Owner's Representative of all conflicts between the Contract Documents and any such applicable laws, ordinances, rules, regulations, and restrictions.

8.2 Consultant shall pay all taxes and all contributions imposed or required by any law for any employment insurance, pensions, old age retirement funds or similar purposes.

8.3 Consultant accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

8.4 Consultant represents to Owner and Owner's Representative that it is permitted by law to perform the Professional Services included herein in the State of Florida and that it is familiar with all applicable laws and ordinances, that it is fully experienced and properly qualified to perform the Professional Services provided for herein and that it is properly equipped, organized and financed to perform such Professional Services. Consultant shall operate as an independent contractor and not as the agent of Owner, and shall indemnify and hold harmless Owner, Owner's Representative, City, and CRA as set forth in Article 12 of this Agreement from all liabilities, costs and charges as a result of the failure of Consultant or its subconsultants to comply with the requirements of this paragraph (which shall be in addition to the indemnities contained in Articles 9 and 12 hereof).

8.5 All matters pertaining to Consultant's employees are the responsibility of Consultant, which is in all respects the employer of Consultant's employees. All employment arrangements are solely its concern, and neither Owner nor Owner's Representative shall have any responsibility therefor.

8.6 Consultant shall comply with the minority business enterprise and women-owned business enterprise requirements, and shall cooperate with Owner, Owner's Representative, and City in its local business economic efforts. Consultant shall (a) not discriminate against any employee or applicant for employment on any basis prohibited by law; (b) provide equal opportunity in all employment practices; (c) comply with all other Applicable Laws regarding contracting, hiring and employment; and (d) permit Owner, Owner's Representative, and the City (and any agencies or representatives thereof) to timely monitor and review compliance with the equal opportunity provisions of this Section.

8.6.1 Living Wage

Consultant shall comply and shall ensure that its subconsultants comply with the City's Living Wage Policy as set forth in Section 161.3(4)(F) of the City's Policies and Procedures throughout the provision of design services in connection with the Project. Consultant and its subconsultants shall pay all of their employees providing services (whether design, administrative or support in nature) in connection with the Project a living wage of at least \$8.50/hour as calculated in the manner set forth in the City's Living Wage Policy. Consultant shall incorporate this requirement in all contracts entered into with any Consultant in connection with the Project. Necessary payroll documentation shall be provided to confirm compliance with this requirement and Consultant shall allow Owner, Owner's Representative, and City to audit (at Consultant's place of business) Consultant's payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of this Agreement.

8.6.2 The Blueprint for Using Community Venues to Create a Sustainable Economic Impact

Consultant shall comply with The Blueprint for Using Community Venues to Create a Sustainable Economic Impact, a copy of which can be found at http://www.cityoforlando.net/venues/wp-content/uploads/sites/2/2014/02/blueprint_book.pdf

8.6.3 City of Orlando Code, Chapter 57

Consultant shall comply with the minority business enterprise and women business enterprise requirements of Chapter 57 of the City of Orlando Code, make good faith efforts to meet the MBE/WBE participation goals to have 18% of the monetary value of this Agreement awarded to MBE subconsultants and 6% of the monetary value of this Agreement awarded to WBE subconsultants, and

cooperate with the City and Owner in their local business economic development efforts. It is the responsibility of Consultant to read and become familiar with the requirements of Chapter 57 of the City of Orlando Code, which can be located at www.cityoforlando.net/admin/mbe/chapter57.html.

ARTICLE 9

COMPLIANCE WITH LAWS

9.1 Consultant shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction.

9.2 Consultant shall comply with, and shall bind any subconsultant who enters upon the Project site, to comply with the Occupational Safety and Health Act of 1970, as the same may be amended and supplemented, any other applicable federal or state acts and all standards and regulations issued pursuant thereto. Consultant agrees, and shall bind any subconsultant to agree, to indemnify and hold harmless Owner, Owner's Representative, City, and CRA as set forth in Article 12 of this Agreement for any loss, damage, fine, penalty or expense whatsoever that Owner may suffer as a result of the failure of Consultant or its subconsultants to comply with the requirements of such acts or any regulations and standards issued pursuant thereto (which shall be in addition to the indemnities 8 and 12 hereof).

9.3 Consultant warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the Consultant to solicit or secure this 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 the Consultant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9.4 Consultant warrants and certifies that wage rates and other factual unit costs supporting the compensation payable to Consultant hereunder are accurate, complete and current at the time of contracting. The original Lump Sum Not to Exceed Fee and any additions thereto will be adjusted to exclude any significant sums by which Owner or the City determines the Lump Sum Not to Exceed amount or any amendment thereto was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Any such contract adjustment must be made within one (1) year following the end of this Agreement. The provisions of this paragraph shall not be construed to limit the rights, duties or obligations of the parties and other entities as set forth in Article 6 herein.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 Owner and/or Owner's Representative may at any time, and for any reason, direct Consultant to stop its Professional Services under this Agreement for a period of time. Such direction

shall be in writing and shall specify the period during which the Professional Services are to be stopped. Consultant shall resume Professional Services upon the date specified in such direction, or upon such other date as Owner and/or Owner's Representative may thereafter specify in writing. The period during which Professional Services shall have been stopped shall be deemed added to the time fixed for performance. Stoppage of Professional Services under this Article 10 shall not give rise to any claim against Owner or Owner's Representative.

10.2 Owner may at any time, with or without cause, terminate this agreement by written notice to Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such reasonable amount as shall compensate it for the portion of the Professional Services actually and satisfactorily performed prior to the termination date and Owner approved termination costs except that Consultant shall not be compensated for any of its lost profit and overhead. Termination under this Article 10 shall not give rise to any claim against Owner or Owner's Representative.

10.3 In the event that:

10.3.1 Consultant shall for any reason or any cause not have completed performance within the time fixed for performance hereunder, or

10.3.2 Grounds for withholding payment under Article 4 the Agreement shall arise; or

10.3.3 Consultant shall otherwise be in default hereunder, or

10.3.4 Owner shall give Consultant written notice that in its opinion, the conduct of the Consultant is such that the interests of Owner are likely to be impaired or prejudiced, stating the facts upon which such opinion is based;

then Owner may, upon written notice to Consultant immediately terminate this Agreement for cause.

10.4 Upon such termination Consultant shall be entitled to payment of such reasonable amount to be determined by Owner, as shall fairly compensate Consultant for the Professional Services actually and satisfactorily performed prior to the termination date, provided, however, that:

10.4.1 Nothing in this Paragraph 10.4 is to be construed to relieve Consultant from any liability and/or damages sustained by Owner as a result of any breach by Consultant of this Agreement;

10.4.2 No amount shall be paid to Consultant under this Paragraph until the Professional Services required to be performed to the agreed point of suspension or termination have been satisfactorily completed and Consultant has delivered to Owner all drawings, plans, specifications, reports, inspection reports and other Professional Services product pursuant to Paragraph 10.6 below; and

10.4.3 Losses and damages suffered by Owner shall be offset against any amounts owed to Consultant for Professional Services satisfactorily performed.

10.5 Payment by or on behalf of Owner to Consultant of any monies pursuant to this Article

10 shall not bar Owner from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform its Professional Services in accordance with this Agreement.

10.6 In the event of termination of this Agreement for any reason, Consultant, upon payment to Consultant pursuant to this Article 10 shall deliver to Owner the complete set of all original drawings, plans, specifications, inspection reports, and other Professional Services product prepared to the date of termination. Owner and Owner's Representative shall have the right to use the ideas and designs therein contained for the completion of the Project, in the event of termination of this Agreement or upon completion of the Project, without liability to Consultant. Owner may, at all times, retain the originals of all such drawings, plans, specifications, inspection reports, and other Professional Services product. All drawings, plans, specifications, inspection reports, and other Professional Services product are the property of Owner. They are not to be used by any person other than Owner on other projects unless expressly authorized by Owner. Owner agrees that Consultant shall not be responsible for any Professional Services which has not been completed as of the date of termination hereunder. Any unauthorized use or distribution of the Consultant's Professional Services shall be at Owner's and recipient's sole risk and without liability to Consultant.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The relationship of Consultant to Owner shall be that of an independent contractor, and Consultant covenants to Owner, Owner's representative, and City to furnish its professional skill and judgment and to cooperate with Owner's other consultants and Construction Manager in advancing the interests of Owner. Consultant will use every effort and shall do all things necessary to perform the Professional Services in an expeditious and economical manner consistent with good professional services and quality, sound business practice and the interests of Owner.

11.2 The parties agree that timely performance of Professional Services by Consultant, subcontractors and Construction Manager on the Project site is a primary obligation of each. Consultant agrees that it will not directly or indirectly cause, or induce others to cause any interference with the work of any Construction Manager or subcontractor on the Project site. In the event any lawful or unlawful strike, picketing or handbilling at the Project site is directed at Consultant or any subcontractor by any person(s) or organizations(s) which causes or induces any interference with the work of any Construction Manager or subcontractor on the Project site, Consultant shall immediately take all reasonable and necessary steps to terminate such strike, picketing or handbilling at the Project site.

11.3 Owner may assign or otherwise delegate all or any part of its rights and obligations under this Agreement.

11.4 In the event Owner assigns or otherwise delegates any part or all of its interests under this Agreement, Consultant agrees to execute such additional documents, reasonably acceptable to Consultant, including new insurance certificates, as may be reasonably necessary to protect such assignee's or transferee's rights hereunder.

11.5 All documents prepared by Consultant in connection with the Project are prepared as "work for hire," and all title, ownership and copy right privileges are and shall at all times be vested in Owner.

11.6 Owner shall have the right to place on the Project site such signs as it may elect. Consultant shall not place any signs on the Project site without Owner's prior written permission.

11.7 All parties to this Agreement ("Parties") hereby acknowledge and agree that the City of Orlando, a Florida municipal corporation ("City"), is an intended third-party beneficiary to this Agreement, because of its ownership and substantial funding of the improvements which are the subject of this Agreement. The City shall have the right to enforce this Agreement (any such enforcement an "Enforcement Action") in the event of a material default by one of the Parties, or if any of the Parties fails to take such actions as may be reasonably necessary to ensure the performance of the Professional Services specified in this Agreement. The Parties further agree that the City shall be entitled to initiate an Enforcement Action, after written notice from the City to the Parties, listing the default(s) with particularity, which must be corrected within the curative periods provided in the Agreement (or a commercially- reasonable period of time if no cure period is provided, but in no event greater than thirty (30) days). The City, at its election, shall be deemed to have been assigned automatically hereby, a Party's position under this Agreement to the extent necessary in order that the City may enforce all rights and seek whatever remedies against a defaulting party, as allowed to the other Parties herein and by law.

11.8 Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

11.9 All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

11.10 This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement.

11.11 Consultant shall not issue a press release, advertisement, publicity material, or similar matter or participate in a media interview concerning the Project without the prior consent in writing of Owner.

ARTICLE 12

INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless Owner, Owner's Representative, the City, and the CRA and all of their officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Professional Services under this Agreement. The Consultant shall require each subconsultant to include these same indemnification provisions in their contracts with the Consultant.

The terms and provisions of this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13

MECHANICS LIENS - SECURITY INTEREST

13.1 Consultant shall not voluntarily permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the work, the Project or the property on which the work is performed. If any laborer's, materialmen's, mechanic's or other similar liens or claims are filed and if Consultant does not cause such liens to be released or discharged (by payment, bonding or otherwise as promptly as possible), Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid from the Lump Sum Not to Exceed Fee. Consultant indemnifies and holds harmless Owner, Owner's Representative, City, and CRA from all claims, damages, injuries (including deaths), losses, liabilities, causes of action or suits, costs and expenses of whatever nature arising out of such lien or that part of the Professional Services covered for payment thereby, unless such lien is a result of Owner's failure to make timely payments.

13.2 Consultant hereby acknowledges that neither it nor any of its subconsultants have the right to file a lien against the Work or the Project for Professional Services rendered under this Agreement.

13.3 Consultant shall not enter into any contract for the supply of materials or Professional Services to the Project which purports to grant a security interest or right of repossession to any person or entity respecting the work or the Project site, or any portions thereof or chattels placed thereon.

ARTICLE 14

ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby. All prior negotiations, representations and agreements with respect hereto not incorporated herein are cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

ARTICLE 15

NOTICES

15.1 All notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; or by overnight delivery by recognized national carrier with signature receipt. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

All notices given to Consultant shall be sent to or made at:

Howe Engineers
101 Longwater Circle, Suite 203
Norwell, MA 02061

All notices to be given to Owner shall be sent to or made at:

Dr. Phillips Center for the Performing Arts, Inc.
Attention: Katherine Ramsberger
445 South Magnolia Avenue
Orlando, Florida 32801

with a copy to:

The Projects Group
Attention: Matt Edwards
301 Commerce Street, Suite 1301
Fort Worth, TX 76102

City of Orlando Construction Representative
Orlando Venues Project Office
Attention: Brent Daubach
Orlando City Hall
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

Community Redevelopment Agency
Orlando City Hall
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

Either party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

ARTICLE 16

SEVERABILITY

16.1 If any term or provision of this Agreement or the application thereof to any person or circumstance, the deletion of which shall not adversely affect the receipt of any material benefit by Owner, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 17

WAIVER

17.1 The waiver by Owner of any agreement, condition, covenant or provision in this Agreement shall not be a waiver of any subsequent breach of the same or any other agreement, condition, covenant or provision, nor shall any custom or practice which may develop between the parties in the administration of the terms of this Agreement be construed to waive or to lessen the right of Owner to insist upon the performance by Consultant in strict accordance with all such terms.

ARTICLE 18

CHOICE OF LAW

18.1 This Agreement is made and delivered within the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida. In the event of any litigation arising out of or relating to this Agreement, the county or circuit court in and of Orange County, Florida shall have sole and exclusive jurisdiction over any such lawsuit. In any dispute between Owner and Consultant, the prevailing party in any litigation shall be awarded its reasonable attorneys' fees and costs, in addition to any other damages or other amounts to which it may be entitled. Each of the parties waive its respective right to a jury trial in such litigation.

ARTICLE 19

CONFLICTS

19.1 Should any conflicts occur within the Contract Documents; the most stringent provision shall take precedence over the other conflicting provisions.

ARTICLE 20

OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

20.1 Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries. Consultant hereby certifies and represents that neither it, nor any of its officers, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf of any person or entity on the List. Consultant further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of this Agreement.

ARTICLE 21

CONFIDENTIALITY

Consultant shall not use or disclose and shall not permit others to use or disclose Confidential Information without Owner's and Owner's Representative's prior written approval. Consultant may disclose the Confidential Information only to those employees that have a need to know the Confidential Information for the Project and only upon the following conditions: (1) the employees have each agreed to Consultant's obligations under this Article 21.

Except where disclosure is required by regulatory authorities having jurisdiction over the Professional Services, by applicable governing law, or by the terms of this Agreement, Consultant shall not disclose to third parties in any manner and in any form copies of the building plans, blueprints, schematic drawings, floor plans, and structural drawings, including drafts, preliminary and final formats, which depict the internal layout or structural elements of the Project or any part of the Project. Consultant and Owner acknowledge that Owner will be damaged in the event of such unauthorized disclosure to third parties and that the damage is difficult to precisely determine but is nevertheless real. Accordingly, Consultant agrees to pay Owner damages for any violation of this non-disclosure requirement. Consultant further agrees to incorporate this paragraph in any contract with any Consultants.

"Confidential Information" means all Owner and Owner's Representative knowledge, information, data, materials, and trade secrets gained, obtained, derived, produced, generated or otherwise acquired by Consultant and its agents, employees, contractors and consultants with respect

to the Project. "Confidential Information" shall not include any information (1) that is or becomes publicly available without a breach of this Agreement or (2) that Consultant can show (by contemporaneous written records) Consultant had in its possession before beginning the Project and before disclosure by Owner or Owner Representative. Records and documents that constitute "public records" under Florida law do not constitute Confidential Information for purposes of this Agreement.

Consultant and its employees, agents, contractors and consultants shall not make or otherwise disseminate any public announcement or press release with respect to the Project without Owner's prior written approval, which shall not be unreasonably withheld.

Consultant agrees that the Confidential Information constitutes valuable trade secrets of Owner or Owner's Representative and that money damages cannot fully remedy any breach of this Article 21. Consultant agrees that Owner or Owner's Representative may obtain an injunction to prevent or enjoin any breach of the obligations of this Article 21.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above,

CONSULTANT:

OWNER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Exhibit A

Document Log

Section # Sheet #	Section Description	Current Document Date
SPECIFICATIONS		
COVER PAGE	PROJECT MANUAL - VOLUME 1 OF 3 - DIVISION 00 - DIVISION 10	10/14/2016
DIVISION 00 - PROCUREMENT AND GENERAL CONTRACT REQUIREMENTS		
00 0003	Comprehensive Table of Contents	10/14/2016
00 0005	General Conditions to the Construction Contract - Section 01000	9/1/2016
00 7300	Supplementary Conditions	9/1/2016
DIVISION 01 - ADDITIONAL GENERAL REQUIREMENTS		
01 0500	Design Selections	10/14/2016
01 1000	Summary	9/1/2016
01 2500	Substitution Procedures	9/1/2016
01 2600	Contract Modification Procedures	9/1/2016
01 2900	Payment Procedures	9/1/2016
01 3100	Project Management and Coordination	10/14/2016
01 3200	Construction Progress Documentation	9/1/2016
01 3300	Submittal Procedures	9/1/2016
01 4000	Quality Requirements	9/1/2016
01 4200	References	9/1/2016
01 4329	Threshold Building Inspection Plan (TLC)	9/1/2016
01 4339	Visual Mock-Up Requirements	9/1/2016
01 4516	Field Test for Water Leakage	9/1/2016
01 4540	Testing Mock-Up for Building Enclosure Systems	9/1/2016
01 5000	Temporary Facilities and Controls	9/1/2016
01 6000	Product Requirements	9/1/2016
01 7300	Execution	9/1/2016
01 7419	Construction Waste Management and Disposal	8/17/2016
01 7700	Closeout Procedures	9/1/2016
01 7823	Operations and Maintenance Data	9/1/2016
01 7839	Project Record Documents	9/1/2016
01 7900	Demonstration and Training	9/1/2016
01 8113.53	Sustainable Design Requirements - Green Globes	8/17/2016
01 8119	Construction Indoor Air Quality (CSI)	2/4/2016
01 9100	Commissioning (CSI)	2/4/2016
DIVISION 02 - EXISTING CONDITIONS		
02 4119	Selective Demolition	9/1/2016
02 4200	Vibro Replacement	9/1/2016
DIVISION 03 - CONCRETE		
03 1500	Secant Wall Systems Using Drilled Shafts (TLC)	9/1/2016
03 3000	Cast-In-Place Concrete (TLC)	9/1/2016
03 3600	Special Concrete Finishes	9/1/2016
03 3601	Concrete Stains and Sealers	10/14/2016
03 3700	Resiliently Supported Concrete Floor (TLC)	9/1/2016
03 3713	Shotcrete (TLC)	9/1/2016
DIVISION 04 - MASONRY		
04 2000	Unit Masonry (TLC)	9/1/2016
04 2100	Brick Masonry	9/1/2016
DIVISION 05 - METALS		
05 1200	Structural Steel Framing (TLC)	9/1/2016
05 1213	Special Requirements for Architecturally Exposed Structural Steel Framing (TLC)	9/1/2016
05 2100	Steel Joist Girders (TLC)	9/1/2016
05 3100	Steel Decking (TLC)	9/1/2016
05 4100	Cold-Formed Steel Stud Framing	9/1/2016
05 5000	Metal Fabrications	9/1/2016
05 5100	Metal Stairs	9/1/2016
05 5213	Pipe and Tube Railings	9/1/2016
05 5300	Metal Gratings	9/1/2016
05 7000	Metal Architectural Mesh	9/1/2016
05 7100	Ornamental Metal Work	9/1/2016
05 7300	Ornamental Handrails and Railings	9/1/2016
05 7500	Ornamental Formed Metal	9/1/2016

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DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
06 1000	Rough Carpentry	9/1/2016
06 4000	Architectural Woodwork	9/1/2016
06 4100	Custom Cabinets	9/1/2016
06 4200	Wood Paneling	9/1/2016
06 6813	Plastic Gratings	9/1/2016
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 1100	Dampproofing	9/1/2016
07 1300	Sheet Waterproofing	9/1/2016
07 1310	Pre-applied Sheet Waterproofing	9/1/2016
07 1413	Hot Fluid-Applied Rubberized Asphalt Waterproofing	9/1/2016
07 1800	Traffic Coatings	9/1/2016
07 2100	Thermal Insulation	9/1/2016
07 2150	Sprayed Thermal Insulation	9/1/2016
07 2617	Below Slab Vapor Retarders	9/1/2016
07 5400	Thermoplastic Membrane Roofing	9/1/2016
07 6200	Flashing and Sheet Metal	9/1/2016
07 7129	Roof Expansion Assemblies	9/1/2016
07 7200	Roof Accessories	9/1/2016
07 7600	Roof Pavers and Pedestal Assemblies	9/1/2016
07 8117	Sprayed Fire-Resistive Materials	9/1/2016
07 8123	Intumescent Mastic Fireproofing	9/1/2016
07 8413	Penetration Firestopping	9/1/2016
07 8446	Fire Resistive Joint Systems	9/1/2016
07 9100	Preformed Joint Seals	9/1/2016
07 9200	Joint Sealants	9/1/2016
07 9500	Expansion Joint Cover Assemblies	9/1/2016
DIVISION 08 - OPENINGS		
08 1101	Oversized Acoustical Metal Door	9/1/2016
08 1113	Hollow Metal Doors and Frames	9/1/2016
08 1119	Stainless-Steel Doors and Frames	9/1/2016
08 1429	Prefinished Flush Wood Doors	9/1/2016
08 3113	Access Doors and Frames	9/1/2016
08 3213	Sliding Aluminum-Framed Glass Doors	9/1/2016
08 3323	Coiling Overhead Doors	9/1/2016
08 3613	Sectional Overhead Doors	9/1/2016
08 4226	All Glass Entrances	9/1/2016
08 4400	Glazed Aluminum Framing Systems	9/1/2016
08 4426.19	Point Supported Structural Glass Marquee	9/1/2016
08 4500	Translucent Insulating Panel Assemblies	9/1/2016
08 6300	Metal-Framed Skylights	9/1/2016
08 7100	Door Hardware	10/14/2016
08 7122	Automatic Door Operators for Smoke Control	9/1/2016
08 8000	Glazing	9/1/2016
08 8400	Resin Panel Glazing	9/1/2016
08 9100	Wall Louvers	9/1/2016
DIVISION 09 - FINISHES		
09 2116	Gypsum Board Assemblies	9/1/2016
09 2118	Shaft Wall Assemblies	9/1/2016
09 2120	Finishing of Gypsum Board	9/1/2016
09 2160	Acoustical Plaster	9/1/2016
09 2300	Gypsum Plastering	9/1/2016
09 2400	Portland Cement Plastering	9/1/2016
09 2600	Veneer Plastering	9/1/2016
09 2713	GFRG Fabrications	9/1/2016
09 3000	Tiling	9/1/2016
09 5113	Acoustical Panel Ceilings	10/14/2016
09 5133	Acoustical Metal Pan Ceilings	9/1/2016
09 6229	Cork Flooring	9/1/2016
09 6450	Wood Flooring	10/14/2016
09 6513	Resilient Base and Accessories	9/1/2016

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09 6516	Resilient Tile Flooring	9/1/2016
09 6613	Precast Cementitious Terrazzo	9/1/2016
09 6813	Tile Carpeting	9/1/2016
09 6816	Sheet Carpeting	9/1/2016
09 6900	Access Flooring	9/1/2016
09 7733	Copper Composite Panels	9/1/2016
09 8200	Acoustical Insulation	9/1/2016
09 8413	Acoustical Wall Panels	9/1/2016
09 9100	Painting	9/1/2016
09 9423	Gilding	9/1/2016
09 9600	High-Performance Coatings	9/1/2016
09 9729	Exterior Limestone Finishes	9/1/2016
09 9850	Silicone Elastomeric Coatings	9/1/2016
DIVISION 10 - SPECIALTIES		
10 1100	Visual Display Surfaces	9/1/2016
10 2113	Toilet Compartments	9/1/2016
10 2239	Vertically Folding Panel Partitions	9/1/2016
10 2813	Toilet Accessories	9/1/2016
10 4116	Emergency Key Cabinets	9/1/2016
10 4400	Interior and Exterior Signage	9/1/2016
10 4410	Fire Protection Specialties	9/1/2016
10 5113	Metal Lockers	9/1/2016
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00 0003	Comprehensive Table of Contents	10/14/2016
DIVISION 11 - EQUIPMENT		
11 1300	Loading Dock Equipment	9/1/2016
11 2400	Building Maintenance Equipment	10/14/2016
11 4000	Food Service Equipment (SDI)	9/1/2016
11 6112	Adjustable Acoustics (TPC)	9/1/2016
11 6114	Orchestra Enclosure (TPC)	9/1/2016
11 6123	Theatrical Platforms (TPC)	9/1/2016
11 6132	Theatrical Rigging – Stage 2 (TPC)	9/1/2016
11 6135	Chain Motor System (TPC)	9/1/2016
11 6139	Theatrical Equipment Controls (TPC)	9/1/2016
11 6143	Theatrical Draperies (TPC)	9/1/2016
11 6162	Theatrical Lifts (TPC)	9/1/2016
11 6191	Theatrical Lighting Instruments and Accessories (TPC)	9/1/2016
DIVISION 12 - FURNISHINGS		
12 2214	Nylon Curtain	9/1/2016
12 2413	Roller Window Shades	9/1/2016
12 3640	Stone Countertops	9/1/2016
12 3660	Solid Surfacing Countertops	9/1/2016
12 4843	Floor Mats	9/1/2016
12 6113	Fixed Audience Seating (TPC)	9/1/2016
12 6211	Loose Audience Seating (TPC)	9/1/2016
12 9300	Site Furnishings (BBA)	9/1/2016
DIVISION 13 - SPECIAL CONSTRUCTION		
13 4817	Bonded Natural Rubber Isolation Bearing (STAGES)	9/1/2016
13 4821	Alley Roof Support Vibration Isolation Assemblies (STAGES)	9/1/2016
DIVISION 14 - CONVEYING EQUIPMENT		
14 2100	Electric Traction Elevators (PHA)	6/12/2015
14 2400	Hydraulic Elevators (PHA)	5/6/2016
14 4200	Wheelchair Lifts	9/1/2016
DIVISION 21 - FIRE SUPPRESSION		
21 0500	Common Work Results for Fire Suppression (SGM)	9/1/2016
21 0517	Sleeves and Seals for Fire Suppression Piping (SGM)	9/1/2016
21 0518	Escutcheons for Fire Suppression Piping (SGM)	9/1/2016
21 0548	Vibration Controls for Fire Suppression Piping and Equipment (SGM)	9/1/2016
21 0553	Identification for Fire Suppression Piping (SGM)	9/1/2016
21 1200	Fire Suppression Standpipes (SGM)	9/1/2016
21 1313	Wet Pipe Sprinkler System (SGM)	9/1/2016
21 1316	Dry Pipe Sprinkler Systems (SGM)	9/1/2016

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DIVISION 22 - PLUMBING		
22 0500	Common Work Results for Plumbing (SGM)	9/1/2016
22 0519	Meters and Gages for Plumbing Piping (SGM)	9/1/2016
22 0523	General Duty Valves for Plumbing Piping (SGM)	9/1/2016
22 0529	Hangers and Supports for Plumbing Piping and Equipment (SGM)	9/1/2016
22 0548	Vibration and Seismic Controls for Plumbing Piping Equipment (SGM)	9/1/2016
22 0700	Plumbing Insulation (SGM)	9/1/2016
22 1116	Domestic Water Piping (SGM)	9/1/2016
22 1119	Domestic Water Piping Specialties (SGM)	9/1/2016
22 1313	Facility Sanitary Sewers (WBQ)	9/1/2016
22 1316	Sanitary Waste and Vent Piping (SGM)	9/1/2016
22 1319	Sanitary Waste Piping Specialties (SGM)	9/1/2016
22 1413	Facility Storm Drainage Piping (SGM)	9/1/2016
22 1423	Storm Drainage Piping Specialties (SGM)	9/1/2016
22 1429	Sump Pumps (SGM)	9/1/2016
22 3300	Electric Domestic Water Heaters (SGM)	9/1/2016
22 4000	Plumbing Fixtures (SGM)	9/1/2016
22 4700	Drinking Fountains and Water Coolers (SGM)	9/1/2016
DIVISION 23 - MECHANICAL		
23 0500	Common Work Results for HVAC (TLC)	9/1/2016
23 0513	Common Motor Requirements for HVAC Equipment (TLC)	9/1/2016
23 0514	Variable Frequency Motor Controllers (TLC)	9/1/2016
23 0517	Sleeves and Sleeve Seals for HVAC Piping (TLC)	9/1/2016
23 0519	Meters and Gages for HVAC Piping (TLC)	9/1/2016
23 0523	General Duty Valves for HVAC Piping (TLC)	9/1/2016
23 0529	Hangers and Supports for HVAC Piping and Equipment	9/1/2016
23 0548	Vibration Controls for HVAC Piping & Equipment (TLC)	9/1/2016
23 0553	Identification for HVAC Piping and Equipment (TLC)	9/1/2016
23 0593	Testing, Adjusting, and Balancing for HVAC (TLC)	9/1/2016
23 0716	HVAC Equipment Insulation (TLC)	9/1/2016
23 0719	HVAC Piping Insulation (TLC)	9/1/2016
23 0800	Commissioning of HVAC (CSI)	2/4/2016
23 1123	Facility Natural Gas Piping (SGM)	9/1/2016
23 2113	Hydronic Piping (TLC)	9/1/2016
23 2123	Hydronic Pumps (TLC)	9/1/2016
23 2500	HVAC Water Treatment (TLC)	9/1/2016
23 3100	HVAC Ducts and Casings (TLC)	9/1/2016
23 3300	Air Duct Accessories (TLC)	9/1/2016
23 3423	HVAC Power Ventilators (TLC)	9/1/2016
23 3600	Air Terminal Units (TLC)	9/1/2016
23 3713	Diffusers, Registers and Grilles (TLC)	9/1/2016
23 3723	HVAC Gravity Ventilators (TLC)	9/1/2016
23 4000	HVAC Air Cleaning Devices (TLC)	9/1/2016
23 7300	Central Station Air Handling Units (TLC)	9/1/2016
23 8123	Instrument Room Air Conditioners (TLC)	9/1/2016
23 8216	Air Coils (TLC)	9/1/2016
23 8219	Fan Coil Units (TLC)	9/1/2016
DIVISION 25 - BUILDING CONTROLS		
25 0100	BMCS Scope of Work (HMA)	5/27/2016
25 0500	BMCS General Requirements (HMA)	5/27/2016
25 0600	BMCS Documentation (HMA)	2/4/2016
25 0700	BMCS Testing and Inspections (HMA)	2/4/2016
25 0800	BMCS Commissioning (HMA)	2/4/2016
25 1100	BMCS Networks and Workstations (HMA)	5/27/2016
25 1400	BMCS Controllers (HMA)	2/4/2016
25 1500	BMCS Software (HMA)	5/27/2016
25 1600	BMCS Software Interfaces (HMA)	2/4/2016
25 3010	BMCS Field Devices – Electrical (HMA)	2/4/2016
25 3020	BMCS Field Devices – Air (HMA)	2/4/2016
25 3030	BMCS Field Devices – Water	2/4/2016
25 3519	BMCS Valves (HMA)	2/4/2016
25 3523	BMCS Dampers (HMA)	2/4/2016
25 9000	BMCS Sequences of Operations (HMA)	2/4/2016
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Section # Sheet #	Section Description	Current Document Date
00 0003	Comprehensive Table of Contents	10/14/2016
DIVISION 26 - ELECTRICAL		
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00002	AH-M1 outside air intake Penthouse at Roof	10/16/16
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00030	Hold opens at rated doors to be tied to Fire Alarm Drawings	10/19/16
00031	Fire protection at Level 4 Glass Wall in Lobby G401	10/14/16
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00036	6" underground fire protection main continuation in Area J along GL 21	10/14/16
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00051	Allowable use of MC Cable	10/19/16
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00053	Secant Wall impact to underground electrical/plumbing from Stage 1	10/18/16
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00078	Chilled water encased by Roof per 12/A5.25	10/24/16
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00007	Pivot Box concrete slab thickness	10/11/16
00008	Pivot Box drive motor location	10/24/16
00009	Egg Lobby ceilings	11/03/16
00011	Gallery Lift H125 and H225	10/21/16
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00092	Emergency power riser diagram E0.07	10/27/16
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00096	Electrical panel schedule clarifications	11/03/16
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00101	Structural Steel	10/31/16
00103	Skylight metal panel	11/03/16
00105	Food service clarifications 10/27/16	10/28/16
00108	Vibration isolation for food service equipment and conveying equipment	11/02/16
00109	Floor transition details	11/03/16
00122	Trappable floor framing on Stage	11/02/16
00124	F28 light fixtures per 01/A10.0.77	11/03/16
00128	Area J 3rd Floor Slab Depressions	10/28/16
00130	Arched ceiling panel details Women's Restroom	11/04/16
00131	Rail type 21A confirmation	11/02/16
00133	SLL Room H114, H214, H314, H414 North wall finish	11/01/16
00138	Standard penetration test borings	11/04/16
00143	Slab at Elevation 177	11/03/16
RFIs CLOSED THRU 2016-12-02 ADDENDUM 3 - POST BID		
00004	Electrical, fire alarm and technology for Vestibule G130 and Restrooms G131/G132	10/24/16
00010	Penetration detail for ug conduit entering Electrical Room G001	11/22/16
00017	Primary downspouts at Level 8 & 9 at GL 8.7	11/11/16
00025	Cassette fire protection preaction supply and fire hose	11/11/16
00033	Specification and painting for sprinkler pipe exposed and visible	10/14/16
00039	Aisle lighting for fixed and removable seating - Level 1 Area H	11/03/16
00041	Additional stair detail needed	11/04/16
00047	MF6A lighting at Oculus	10/24/16
00058	Poster Case size and layout	11/18/16
00059	Existing wall finish outside and above Room G130	11/28/16
00068	Existing Electrical Room E405 layout issues	11/10/16
00070	Fire extinguisher quantity and type	11/08/16
00071	North Tower guard rails	12/01/16
00074R2	Divisions 21, 22, 23, 26 27 and 28 Vibration Isolation Specifications and Clarifications	11/30/16
00076R1	DHW/DCW and waste for Women's Restroom G132 and Men's Restroom G131	11/14/16
00079R1	F32 and F15 Canopy lighting in 9/1/16 Set	11/28/16
00080	Lighting cut sheets for Specification Sections 26 5100, 26 5113 and 26 5600	11/03/16
00082	Cassette bench seating cup holders	11/09/16
00085	Lighting controls clarifications 10/25/16	11/22/16
00089	Egg Lobby and Bar G302 carpet types	11/21/16
00093	Condensate drain discharge for Kitchen evaporative units	11/07/16
00094	Portable bars scope and power/data provisions	11/04/16
00098	Power for ERU-S6 and ERU-S7	11/11/16
00100	Power/data for Main Lobby digital displays	11/11/16
00104	Metal finish on handrail components	11/08/16
00107	Note 11 on EP2.02HJ	11/15/16
00110	Exterior elevation for EX10 fixtures	11/10/16
00114	CDP-1 in Electrical Room G001 and CDP-2 in Instrument Storage J018	11/11/16

Section # Sheet #	Section Description	Current Document Date
00117	CDP-2 and SSP-1 supply	11/10/16
00118	Interstitial distribution to Panel RLB-NE	11/08/16
00120	Clarification of Note 2 on E0.03	11/11/16
00121	Clarification of Note 8 on E0.03	11/11/16
00123	ERU-S6-1 power from Panel HD4-C	11/11/16
00127	Zoning exterior wall wash F49 light fixtures	11/09/16
00132	Continuous unistrut Reflector Layer 5 and Theatrical Lighting	11/30/16
00134	Removable railings R-23 and RT-23B at Boxes H102 and H103	11/30/16
00139	Voice/data conduit sizes per T6.21	11/11/16
00140	Glass railing glass specification	11/03/16
00141	Copper rails finish	11/08/16
00144	CMU wall at canopy bearings	11/15/16
00145	Type Z wall details space G830	11/16/16
00146	Square-D powerlink relay panel specification	11/28/16
00147	Sheet pile elevations	11/15/16
00148	G830 access and railings	11/16/16
00149	Audience seating leveler sloped	11/11/16
00150	FA4, L6C and MF3 lighting clarifications 11/7/16	11/16/16
00151	Fire Alarm Specification 28 3111 Clarifications 11/7/16	11/30/16
00152	AH-M1, AH-M2 and AH-M3 VFD clarification	11/11/16
00153	BMCS clarifications 11/8/16	11/10/16
00155	SVC clarifications 11/8/16	11/11/16
00156	Drywall Level 5 finish and paint requirements	11/14/16
00157	RFID Specification Section 27 5320	11/11/16
00159	Floor systems FS-11 finish	11/22/16
00161	Existing wall at Exterior Level 6 - East Elevation	11/16/16
00163	Wall type not labeled for North partition of freezer	11/18/16
00164	Column wrap between Kitchen entrance doors J304A & J301A is not labeled	11/18/16
00165	Recessed lighting and LCD panels in Vestibule G130	11/23/16
00167	Power and data for poster cases on North Facade	11/28/16
00170	Cooling/ventilation and TVs for post case boxes	11/20/16
00171	Maintenance per Specification Section 25 0500-1.4D	11/21/16
00172	Stage 1 cable pass #56B in Stage 2 Area G Lobby Extension	11/26/16
RFIs CLOSED THRU 2016-12-12 POST ADDENDUM 3		
00074R3	Divisions 21, 22, 23, 26 27 and 28 Vibration Isolation Specifications and Clarifications	12/07/16
00111	Cassette Bench row light	11/10/16
00154	Cable path for combination panels to existing Amp Rack Room E404	12/05/16
00168	Switchboard LD2A-NE in Switchgear Room E209	12/09/16
00172R1	Stage 1 cable pass #56B in Stage 2 Area G Lobby Extension	12/09/16
00173	Over excavation requirements	12/06/16
00180	Harriet lake ceiling elevation	01/30/17
00181	Wave Wall valance finishes	01/26/17
RFIs CLOSED POST ADDENDUM 3		
00038	Openings for duct along North wall of Mechanical Room C501	12/28/16
000125	Sliding glass door control panel EP2.10J	12/13/16
00136	Ventilation at Oculus for future lighting	11/08/16
00137	Electrical power monitoring and control	12/13/16
00177	Security Systems Specification 28 1000 Clarifications 1/7/17	01/10/17
00178	Security Riser Diagram Clarifications Sheet T6.11 - 1/9/17	01/10/17
end	*end*	*end*

Exhibit B

Project Organizational Chart and Employee Resumes



ANDREW NEWMAN, P.E.

Principal

With over 150 years of combined experience in the industry, Howe Engineers offers expert fire protection and life safety consultation, design solutions, and special inspection services to a wide range of clients including Architects, Owners and Engineers. Howe Engineers is a full service fire protection engineering firm that specializes in innovative code consulting solutions. All services will be performed by highly educated and experienced engineers who are familiar with Florida Building Codes and Standards.

Mr Newman has played a vital role in the development of state of the art design and engineering solutions to complicated building design issues. Andrew has successfully completed fire protection design and life safety code consulting services for many projects including convention centers, commercial, educational facilities, government, airports, arenas, stadiums, judicial buildings, and high-rises in Florida and throughout the United States. Andrew has extensive knowledge in computational fluid dynamics modeling, timed egress analysis, fire protection design, smoke control design, and code consultation analysis.

While employed at Howe Engineers, Inc., Mr. Newman has served as Principal in Charge on the following projects from 2010 to present.

Special Inspections Experience:

- Dr Phillips Center for the Performing Arts, Orlando, FL
- Miami Marlins Stadium, Miami, FL
- Orlando Event Center (Arena), Orlando, FL
- Adrienne Arsht Center for the Performing Arts, Miami, FL
- The Peabody Hotel and Convention Center Expansion, Orlando, FL
- The University of Central Florida Arena, Orlando, FL
- The Ford Center, Evansville, IN
- Oklahoma Convention Center, Oklahoma City, OK
- Cleveland Convention Center, Cleveland, OH
- Duluth Entertainment Convention Center, Duluth, MN
- Indiana State Fair Coliseum, Indianapolis, IN
- New Orleans East Hospital, New Orleans, LA
- Pennsylvania Convention Center, Philadelphia, PA
- TD Garden, Boston, MA
- Fenway Park, Boston, MA
- TCF Bank Stadium, Minneapolis, MN
- University of Kentucky Hospital, Lexington, KY
- Wake County Justice Center, Raleigh, NC
- Xavier University Arena, Cincinnati, OH

Years with Firm: 15

Total Years' Experience: 15

Education:

Bachelor's Degree/ Mechanical Engineering

Master's Degree/ Fire Protection Engineering

Registrations:

Registered Professional Engineer:

FL, CT, GA, MA, OK, LA, TN, KY,
NY, MD, AZ, IL, MI, VA, NM,
Washington D.C., SC, NC, CO

Memberships:

2001–Present National Fire Protection Association (NFPA)

2001–Present Society of Fire Protection Engineers (SFPE)

2002–Present Fire Protection Honor Society (Salamander)

Experience with BIM:

50+ projects over 5 years

Experience with LEED:

25+ projects over 5 years



JULIUS D. DAVIS, P.E., LEED® AP

President & CEO, Electrical Engineer

Julius has extensive experience in interior and exterior lighting, power distribution, power generation, and specialty systems such as voice and data, telephone and security for a variety of building types. Julius is highly skilled in developing innovative engineering solutions to specific design problems. He has in-depth experience writing specifications, performing calculations, project budgeting, and site inspections.

YEARS OF EXPERIENCE

22 years of experience
11 years as President and
CEO for VoltAir Consulting
Engineers, Inc.

EDUCATION

Bachelor of Science,
Electrical Engineering 1993
University of South Florida

Masters of Business
Administration 2014
University of South Florida

REGISTRATIONS

- LEED® Accredited Professional
- Registered Professional Engineer
- Texas # 102926 – 2009
- Florida # 58005 – 2002

PROFESSIONAL AFFILIATIONS

- Enterprise Florida
- Florida Engineering Society
- U.S. Green Building Council
- Construction Specification Institute (CSI)
- National Society of Black Engineers
- Society of American Military Engineers
- Hillsborough Community College Board
- Greater Tampa Chamber Board

MUSEUM OF AMERICAN ARTS AND CRAFTS MOVEMENT (MAACM) - St. Petersburg, FL

\$67 million, four story, 110,000-SF museum consisting primarily of mock-up rooms to display furniture and accessories from the time period. Connecting the museum to the 300-car parking garage is a two story, 15,000-SF restaurant with rooftop deck which will share infrastructure with the museum / 2018

SARASOTA OPERA HOUSE RENOVATION - Sarasota, FL

\$16 million, rehabilitation of a historic 1920's Mediterranean style opera house, including: proscenium arch stage with newly added orchestra pit lift and restoration of the main auditorium, restrooms, and all three floors consisting of meeting/rehearsal rooms, lobby expansions, added circulation space to/from lounge areas while maintaining historic character / 2008

ELLENTON ICE & SPORTS COMPLEX, REFRIGERATION IMPROVEMENTS - Ellenton, FL

Conduct assessments and provide options for refrigeration improvements to the existing 115,000-SF facility / 2016

MUSEUM OF SCIENCE & INDUSTRY (MOSI) OPTIMUS EXHIBIT - Tampa, FL

Renovations for the purpose of adding a new interactive exhibit. New areas to include new materials, finishes, interactive powered furniture, power and data outlets, etc. In addition the existing fire protection will be modified in the renovated area / 2016

SKY ZONE TRAMPOLINE PARK - Sarasota, FL

Mechanical, Electrical, Plumbing and Fire Protection design for a new 30,000-SF trampoline entertainment facility / 2014

DUNEDIN FINE ART CENTER, CHILDREN'S MUSEUM - Dunedin, FL

Renovation of the Dunedin Fine Art Center, including: remodeling 2,000-SF and new construction of 4,403-SF for a total estimated project building size of 6,403-SF / 2011

MT. DORA COMMUNITY CENTER RENOVATION - Mt. Dora, FL

\$3.4 million, renovation and addition of historic auditorium and community center and converting to accommodate theatrical programs / 2007

WASHINGTON THEATER REHABILITATION PLAN - Quincy, IL

Development of a master plan to rehabilitate a historic theatre for the purpose of a 1,100+ seat performing arts facilities / 2007

MANATEE RIVERFRONT THEATER - Bradenton, FL

\$12 million, state-of-the-art two-story theater with seating for approximately 400 including the 3,000-SF stage, catwalks, light and sound booth, orchestra pit, dressing rooms, an educational wing that's designed for both classroom instruction and performance based classes, and administrative office and conference room area / 2007

Exhibit D

Proposal for Smoke Control Testing and Inspection Scope of Services



101 Longwater Circle Suite 203, Norwell, MA 02061
Tel: 781-878-3500 / Fax: 781-878-3551
www.HoweEngineers.com

SPECIAL INSPECTIONS PROPOSAL

DATE: April 21, 2017

TO: Brett Gelbert, LEED AP BD&C
The Projects Group
401 S Rosalind Ave, Suite 200
Orlando, FL 32801

FROM: Andrew Newman, P.E.
Principal

RE: DR. PHILLIPS PERFORMING ARTS CENTER PHASE II – SMOKE CONTROL

- Special Inspections of Smoke Control
- Florida Building Code Section 909.18.8

Mr. Gelbert,

Howe Engineers, Inc. is pleased to present this proposal to complete the Smoke Control Special Inspections for the Dr. Phillips Performing Arts Center Phase II project in Orlando, FL. Special Inspection for Smoke Control systems is required by Section 909.18.8 of the Florida Building Code, 5th Edition. This proposal provides the necessary inspection and oversight expertise required to comply with the applicable sections of the code, City of Orlando Requirements and prepare a final report documenting the results of the testing and inspections.

We have completed a detailed review of the project information with respect to the size, scope, nature and magnitude of the project and we can assure you that we have all the required resources to perform all of the services related to special inspection. In fact, as you may know, smoke control special inspections for stadiums, arenas and large assembly buildings are one of our specialties.

Please review the enclosed information and don't hesitate to contact our office if we can provide any additional information. We would be happy to revise and amend the proposal to meet your needs and expectations.

1.1. SCOPE OF SERVICES

The Scope of Services to be provided by Howe Engineers, Inc. for the referenced project is as follows:

- Smoke Control System Special Inspections (Phase I & Phase II)
 - a. Development and Submission of a Special Inspection Plan that incorporates retesting of Phase I after Phase II completion.
 - b. Development and Submission of verification and special inspections documents (letter/report) sufficient to satisfy the code requirements and Local Code Enforcement.
 - c. Review of mechanical, fire protection and fire alarm shop drawings and submittals as they relate to smoke control system design and installation.
 - d. Develop Smoke Control Commissioning, Design Basis and Pass/Fail Criteria report for authority review and provide revisions to address Authority Having Jurisdiction comments.
 - e. Arrange, lead and document minutes for a Kick-off Meeting with Authorities Having Jurisdiction and Construction Team to present the testing concept plan.
 - f. Develop Functional Test Criteria to demonstrate compliance with current Florida Building Code.
 - g. Attend up to three (3) site visits to inspect the smoke control systems during the construction process (prior to duct concealment) per Florida Building Code Section 909, NFPA 92A/92B design and testing criteria, and provide site observations report.
 - i. Includes site visits during construction for the purposes of:
 - 1. Review of duct and pressure test results prior to the concealment of ductwork. This includes ALL smoke control ductwork.
 - 2. Review of fire damper installation and functionality.
 - 3. Review of architectural partition construction and tightness of construction.
 - 4. Inspection of equipment for construction completeness for all Smoke Control Systems.
 - ii. Site visits in addition to those identified in this scope will be considered additional services and require additional compensation.
 - h. Attend up to two (2) site visits to witness functional integrated systems testing per Florida Building Code Section 909, NFPA 92A/92B, design and testing criteria, and provide site observations report.
 - i. Contractor will provide complete NFPA 72 certification prior to any testing and that Howe Engineers, Inc. will check installed system for compliance for fire alarm system sequence of operations.
 - 1. This task is only intended to test those devices that activate the smoke control system in accordance with the sequence of operations and includes spot checking of random devices. This task does not include complete commissioning of the fire alarm and fire protection systems.
 - ii. Assumes that the contractor's test and balance contractor will provide a test and balance report of all fan capacities, airflows, and damper functionality. Howe Engineers, Inc. will contract an independent test and balance contractor to verify installing contractor's results. If results from independent test and balance are outside of reasonable instrument error from Contractor's reports, additional services may be required to correct any deficiencies.
 - iii. Site visits in addition to those identified in this scope will be considered additional services and require additional compensation.

- i. Provide up to 80 hours of general consultation throughout the installation and testing process to assist in resolution to field issues and deficiency reports.
 - i. Consultation in excess of the allotment provided and not identified in this scope will be considered additional services and require additional compensation.
- j. Prepare final smoke control commissioning results report. This report will document the special inspection process and summarize the results of the testing completed. This report may be submitted to the Authorities Having Jurisdiction for approval of the completion of the special inspection process.
- k. Perform acceptance testing for the following devices, equipment, components, and tasks:
 - i. Observe acceptance testing of smoke control devices individually tested for notification back to fire alarm panel.
 - ii. Verification of transfer of power from normal power to generator power within 60 seconds.
 - iii. Control verification of the presence of power available downstream of all disconnects. This includes verification of a fault condition at all points of disconnect.
 - iv. Verification of weekly test sequence that reports abnormal conditions audibly, visually and by printed report.
 - v. Fire flow detection devices individually tested.
 - vi. Smoke Dampers & Fire/Smoke Dampers individually tested.
 - vii. Smoke Fans individually tested.
 - 1. Fans shall be examined for correct rotation.
 - 2. Measurement of voltage, amperage, RPM and belt tension.
 - 3. Inlet and outlet air values shall be verified using generally accepted practices to determine air quantities.
 - viii. Blow Open Doors individually tested.
 - ix. Roll-up Doors individually tested.
 - 1. Manual
 - x. Ducts shall be traversed using generally accepted practices to determine air quantities.
 - xi. Verification of markings and identification at all junctions, accesses and terminations.
 - xii. Control of separate smoke zones.
 - 1. Verify automatic operation within the required response time.
 - 2. Verify manual operation overrides at smoke control panel.
 - 3. Verify proper sequence/operation of pilot-type indicators at smoke control panel.
 - xiii. Review of the charts, drawings and other documents identifying and locating each component of the smoke control system required to be maintained on file at the building site. Information shall describe its proper function and maintenance requirements.
 - xiv. Provide four completed reports of the performed testing (One report each to be provided to engineer, Authority Having Jurisdiction "AHJ", and owner and Owner's Representative). The report shall include identification of all devices by manufacturer, nameplate data, design value, measured values and identification tag or mark.
 - xv. Attendance at smoke test in the presence of the building official showing final system compliance.

- I. Maintain a special inspector's issues log and provide the owner and design team periodic updates during the inspection process.

1.2. ASSUMPTIONS FOR DEVELOPING PROPOSAL

The fee and scope of work provided by Howe Engineers, Inc. for Special Inspections in accordance with Section 909.18 of the Florida Building Code has been prepared with the following assumptions. Howe Engineers, Inc. reserves the right to revise or amend this proposal if these assumptions are no longer valid:

Smoke Control Assumptions

- A. This proposal is based on Phase I & Phase II occupancy for a whole building Certificate of Occupancy. Phased Occupancy and multiple Temporary Certificates of Occupancy are not included and may require additional services.
- B. Smoke control zones included in this proposal are as follows:
 - i. Testing of the Phase II System
 1. Modifications to Phase I Front of House Atrium
 - a. Additional Markup Air Doors and Revisions to Smoke Control Panel and Controls
 2. Modifications to the Back of House Atrium
 3. New Music Hall Smoke Control System
 - a. Mechanical Smoke Exhaust
 - b. Mechanical Makeup Air
 - ii. Retesting of Phase I smoke control after completion of Phase II (not including ductwork testing, just sequence and airflow verification)
 1. (2) Two Atrium smoke control zones – each functions independently
 - a. One Zone for Front of House Atrium
 - i. De-energize AH-L2, AH-L4, AH-L6, AH-L7, AH-L8
 - ii. De-energize exhaust fans TEF-L2, TEF-L6, TEF-L7
 - iii. Open doors D-1 through D-11
 - iv. Open dampers D-L1-1, D-L2-1, D-L3-1
 - v. Open hatches H-L6, H-L7
 - vi. Energize smoke exhaust fans SEF-L1, SEF-L2, SEF-L3
 - b. One Zone for Back of House Atrium
 - i. De-energize AH-S3, AH-S4, AH-S5, AH-S9, AHS12
 - ii. De-energize exhaust fans TEF-S3, TEF-S5
 - iii. Open doors D-12 through D-19
 - iv. Open dampers D-S1-1, D-S2-1, D-S3-1
 - v. Open fire shutters FS-1, FS-2, FS-3
 - vi. Energize smoke exhaust fans SEF-S1, SEF-S2, SEF-S3
 2. (2) Two Stage Smoke Control Zones – each functions independently
 - a. Community Theater
 - i. De-energize AH-C1
 - ii. Open dampers D-C1-1, D-C1-2, D-C1-3
 - iii. Closer damper D-C1-4
 - iv. Energize smoke exhaust fans SEF-C1, SSF-C1
 - b. Disney Theater Stage
 - i. De-energize AH-B3
 - ii. Open hatches H-B1, H-B2, H-B3, & H-B4

- C. A maximum of 5 site visits will be provided for smoke control special inspections:
 - i. Site Visit #1 - Meeting with the AHJ/Construction Site Visit (combined)
 - 1. Will occur prior to testing and commissioning begins. This will include meeting with the Local Authorities to develop an acceptable test procedure.
 - 2. Will occur prior to concealment of ductwork and provide up to 10 hours of engineering time on-site for one engineer for each visit. These visits will include witnessing the pressure testing of the ductwork and damper installation.
 - ii. Site Visit #2 and 3 - Construction Site Visits
 - 1. Will occur prior to concealment of ductwork and provide up to 10 hours of engineering time on-site for one engineer for each visit. These visits will include witnessing the pressure testing of the ductwork and damper installation.
 - iii. Site Visit #4 and 5 – Construction Site Visits
 - 1. Testing of the system and include two engineers for 3 days at up to 10 hours per day. The contractor must complete all initial testing, air balancing and fire alarm certification prior to final testing by Howe Engineers, Inc.
- D. Review of the mechanical design, electrical design, or other systems design not required by Section 909.18 of the 5th Edition Florida Building Code or for fire alarm and/or sprinkler system design compliance is not included within this proposal.
- E. The General Contractor's test and balance contractor must provide certified test and balance data for the smoke control fans and other associated equipment for Howe Engineers, Inc. review. All general test and balance testing shall be complete for all exhaust and makeup air supply prior to Howe Engineers, Inc. and independent test and balance contractor verifying readings. This includes the duct leakage test as required in Section 909.18.8.1. Howe Engineers will not complete duct leakage testing rather will review and witness the leakage testing completed by the contractor.
- F. The General Contractor's fire alarm contractor must provide NFPA 72 certification for the fire alarm system prior to any functional testing by Howe Engineers, Inc.
- G. This proposal has been prepared assuming that exhaust method testing will occur for all mechanical system.
- H. This proposal has been prepared on the basis that physical smoke testing will NOT be provided and is not required by the Rationale Analysis report. Should physical smoke (chemical, smoke bombs, smoke candles, etc) be required by the authorities having jurisdiction, this may be provided only as an additional service.
- I. This proposal has been prepared based on utilizing an MWBE in an mentoring role to achieve a 30% participation rate as requested by the RFQ.

1.3. CLIENT RESPONSIBILITIES

This proposal is based on the following items being provided by the client:

- 1. Provide accurate copies of up to date drawings and specifications for the project from all disciplines, as requested by Howe Engineers. Provide AutoCAD 2017 or compatible electronic files and backgrounds in a timely manner in advance of project deadlines.
- 2. Client/Contractor is responsible for ensuring the installation work is complete and ready at the time of inspection/commissioning. Howe Engineers will be present on-site for the inspection/commissioning process and will make these site visits based on coordination with the contractor and installation progress. However, if the contractor is not prepared or ready for

inspection/commissioning, Howe Engineers reserves the right to determine if commissioning/inspection will take place and additional site visits may be necessary if the system does not function as designed. Additional site visits will be considered additional services and require additional authorization and compensation.

2.1. PROFESSIONAL FEE

BASE SCOPE OF WORK

The fee for Howe Engineers Base Scope of Services will be based on a lump sum fixed fee. Howe Engineers fee shall be paid monthly in proportion to the amount of work complete.

Orlando Performing Arts Center Special Inspections Phase II Scope of Work	Professional Fee Howe Engineers	Professional Fee VoltAir	Reimbursable Expenses
A. Initial Document Review, Report Preparation and Kick off Meeting	\$8,370	\$3,025	\$1,600
B. Preliminary Inspection and Duct Leakage Testing (site visits 2 & 3)	\$5,250	\$4,000	\$3,250
C. Functional Testing (site visits 4 & 5)	\$22,500	\$9,000	\$9,500
D. Independent Test and Balance for Exhaust Equipment (Subcontract)	\$8,500	\$0	\$0
E. Final Report Preparation	\$7,200	\$3,500	\$0
F. General Consultation	\$13,200	\$4,500	\$0
Total	\$65,020	\$24,025	\$14,350
Lump Sum Total		\$89,045	\$14,350

MBE PARTICIPATION CALCULATION

	Total	MWBE Mentor Engineering Fee	% Participation
Professional Fee	\$89,045	\$24,025	27%

2.2. MBE/WBE

Howe Engineers is not a Woman or Minority owned business, but falls into the U.S. Small Business Administration's guidelines of a Small Business.

To meet the MBE/WBE guidelines, Howe Engineers has teamed with Volt Air in Orlando, FL. Howe Engineer's proposes to allocate as much as 30% of the fee towards M/WBE firms.

Qualifications for Volt Air is included in the following pages.

2.3. BILLING RATES

The current billing rates per employee for the year 2017 are:

TITLE	RATE
Principal/Partner	\$195/hr.
Associate Principal	\$185/hr.
Project Director	\$175/hr.
Project Manager	\$160/hr.
Senior Engineer	\$150/hr.
Associate Engineer/Consultant	\$135/hr.
Fire Protection Consultant	\$120/hr.
Fire Protection Designer	\$90/hr.

2.4. REIMBURSABLE EXPENSES

Out of Pocket expenses for basic and/or additional services are considered reimbursable to Howe Engineers, Inc. Out of pocket expenses are in addition to the professional fees for basic and additional services and will be in submitted in accordance with the DPAC Reimbursable Expenses Policy or as otherwise approved by the client. Reimbursable expenses will be submitted on an actual cost basis without markup. Expense estimates provided herein are Not to Exceed Values for the scope of work provided. The out of pocket expenses include, but are not limited to, the following:

- Travel expenses
- Airfare
- Parking
- Local Transportation when traveling
- Hotel accommodations
- Meals
- Federal, State, and Local taxes
- Licenses, insurance and fees
- Additional insurance required by the Design Team or owner or project related persons will be invoiced at actual cost to Howe Engineers. Insurance Certificates are available from the Insurance agent upon written request.
- Reproduction or Costs for blue print copies
- Additional trips or meetings.
- Application fees

2.5. ADDITIONAL SERVICES

If agreed to in writing by the Client and Howe Engineers, Howe Engineers shall provide Additional Services beyond those identified on the base scope of services in this document. Additional Services are not included as part of the Base Scope of Services and shall be paid for by the Client in addition to payment for Base Scope of Services. The fees for any additional services will be set in a separate proposal if not identified within this proposal.

Additional services may include additional consultation, travel, meetings, additional site visits, attendance at board of appeals meetings, alternative design methods requiring special approval by the City officials (i.e., variances, equivalencies), Board of Standards and Appeals, System design, additional computer modeling or timed exiting modeling, site specific studies, witnessing and testing of fire protection systems during construction administration, and consultation not outlined in the scope of services.

2.6. BUSINESS LICENSES

Howe Engineers, Inc. warrants that all federal, state, and local registrations, licenses, and permits required for the operation of business, as would be required to execute the scope of services contemplated by the RFP, are current.

Howe Engineers, Inc. has a Certificate of Authorization from the Florida Board of Professional Engineers (FBPE) to practice engineering within the State of Florida. The Certificate of Authorization is 28289. The FBPE License status is provided below:

Licensee Details

Licensee Information	
Name:	HOWE ENGINEERS, INC. (Primary Name)
Main Address:	101 LONGWATER CR STE #203 NORWELL Massachusetts 02061
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	
License Information	
License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	28289
Status:	Current
Licensure Date:	09/29/2008
Expires:	02/28/2019
Special Qualifications	
Qualification Effective	
Alternate Names	

In addition to Howe Engineers, Inc. Certificate of Authorization, Principal Engineer Andrew Newman is also licensed in the field of fire protection engineering by the FBPE. The License number is 66849 and the FBPE License status is provided below:



Licensee Details

Licensee Information	
Name:	NEWMAN, ANDREW D. (Primary Name)
Main Address:	101 LONGWATER CIRCLE SUITE 203 NORWELL Massachusetts 02061
License Mailing:	101 LONGWATER CIRCLE SUITE 203 NORWELL MA 02061
LicenseLocation:	101 LONGWATER CIRCLE SUITE 203 NORWELL MA 02061
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	66849
Status:	Current,Active
Licensure Date:	08/08/2007
Expires:	02/28/2019
Special Qualifications	
Fire Protection	Qualification Effective 08/08/2007
Alternate Names	

2.7. TERMS AND CONDITIONS

- This proposal is limited to the services described herein being provided to the Dr. Phillip Performing Arts Center. Any services not described herein that are requested to be performed by the client will be considered additional services and require authorization by the client prior to completion.
- Howe Engineers reserves the right to assign their employees and engineers on an as available basis.
- This proposal is valid for 30 days.

The client agrees to the fullest extent permitted by United States law and international law, to indemnify and hold Howe Engineers and its employees harmless from any damage, liability or costs including reasonable attorney fees, or cost of defense to the extent caused by the client and their employees and agents and third party negligent acts, errors or omissions and those of his or her contractors, subcontractors or anyone for whom the contractor is legally liable, and arising from the project that is subject of this agreement. Howe Engineers is not obligated to indemnify the contractor, client, or owner in any manner what so ever for the contractors, clients, or owners own negligence.

2.8. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client, contractor and the owner and the subcontractor known as Howe Engineers, the risks have been allocated such that the Contractor agrees to the fullest extent permitted by law, to limit the liability of Howe Engineers and his or her sub consultants to the

Contractor and to all contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any causes or causes so that the aggregate liability of Howe Engineers, Inc and its subconsultants shall not exceed \$100,000.00 or the professional fee of this proposal, whichever is less. Such claims and clauses include but are not limited to negligence, professional errors or omissions, and strict liability.

2.9. APPLICABLE LAW

This agreement shall be constructed with the Laws of the United States of America and the State of Massachusetts. Any disputes arising under this agreement shall be under the jurisdiction of the courts of the State of Massachusetts.

2.10. REFERENCES

Howe Engineers has strived to maintain client satisfaction while completing all projects in a timely manner for reasonable fees. For additional information and for verification purposes, Howe Engineers will provide references upon request.

2.11. INQUIRIES

If there are any questions on this proposal, interested parties should contact Andrew Newman by telephone 781.878.3500, by fax 781.878.3551 or by email andrew@howeengineers.com. All inquiries will be answered within 24 hours.

By signing this proposal, the Client has read, understands, and agrees to all of the terms and conditions of this proposal. By providing a signature below, the Client agrees to and confirms approval of Howe Engineers proposed Additional Services work identified herein.

THIS AGREEMENT MAY BE ACCEPTED BY SIGNING IN THE SPACE PROVIDED BELOW AND RETURNING A SIGNED COPY OF THIS PROPOSAL.

Submitted by,
Howe Engineers, Inc.



Andrew D. Newman, P.E.
Principal

Accepted by,
The Projects Group

Signature: _____
Name/Title: _____
Date: _____