

**Florida Agricultural and Mechanical University
Board of Trustees**



Budget, Finance and Facilities Committee Meeting

Date: Monday, February 20, 2017

Time: 8:35 a.m.

**Location: The FAMU Foundation Building
625 Tennessee Street**

Committee Members: Kimberly Moore, Chair
Matthew Carter, Kelvin Lawson, Gary McCoy, Harold Mills, Belvin Perry and Craig Reed

AGENDA

- | | | |
|------|---------------------------------------|---|
| I. | Call to Order | Trustee Moore, Chair |
| II. | Roll Call | Ms. Gallon |
| III. | Architect's Contract for CASS Project | Trustee Moore
Wanda Ford, Interim Vice President |
| IV. | Adjournment | Trustee Moore |

**Florida Agricultural and Mechanical University
Board of Trustees**



**Item III –
Approval of Architect’s Contract for
CASS Project**



**Florida Agricultural and Mechanical University
Board of Trustees Action Item**

Meeting Date February 20, 2017

Agenda Item: III

Item Origination and Authorization				
Policy ____	Award of Bid ____	Budget Amendment ____	Change Order ____	
Resolution ____	Contract <u>X</u> ____	Grant ____	Other ____	

Action of Board				
Approved ____	Approved w/ Conditions ____	Disapproved ____	Continued ____	Withdrawn ____

Subject: Agreement between Owner and Design Professional for Center for Access and Student Success Building.

Rationale and Benefit: In January 2017, the Board approved the change in location for Center for Access and Student Success (CASS) Building from McGuinn Diamond Hall site to the parking lot North of Gaither gymnasium.

The FAMU Center for Access and Student Success (CASS) is designed to be a multipurpose building serving as a one-stop shop for programs like recruitment, admissions, financial aid and enrollment management. This building will also house registrar, scholarship office, counselling services, and the Center for Disability Access and Resources.

This project will contribute towards improving the retention and graduation rates for students, by expanding outreach and recruitment, increasing counselling services, and improving the overall customer service for students, parents, and alumni.

To date, we have procured and selected A/E services (JRA) and preconstruction services (Ajax). We also have a contract for construction audit services with Carr, Riggs, and Ingram.

Total funds requested for this project is \$39,355,000 (based on current estimate), of which \$12,655,000 has been received. The look ahead schedule of activities for this project is included as a supplemental item.

Recommendation: Authorize the president to enter into an agreement with JRA Architects to perform professional services for the Center for Access and Student Success (CASS) building as set forth in the attachment and subject to the review and approval of the Office of the General Counsel.

Action Item III – Supplement
CASS Project Proposed Schedule and Timeline rev. 2-14-2017 (4)

Total funds requested for this project is \$39,355,000 (*), of which \$12,655,000 has been received. Following is a look ahead schedule of activities for this project:

Task	Timeline	Task Owner(s)
(**) Architect Contract Board of Trustees (BOT) Approval	February 20, 2017	Facilities, Finance, BOT
Architect Notice to Proceed	February 21, 2017	Facilities
Submit Conceptual Schematic Design (CSD)	February 22, 2017	Design team
FAMU Review	February 28, 2017	Facilities
Conceptual Schematic Design (CSD) Guaranteed Maximum Price (GMP) Estimate from Construction Management (CM)	March 7, 2017	Construction Manager (CM)
Submit Advanced Schematic Design (ASD)	March 27, 2017	Design team
FAMU Review	April 5, 2017	Facilities
Advanced Schematic Design (ASD) Guaranteed Maximum Price (GMP) Estimate from Construction Management (CM)	April 13, 2017	Construction Manager (CM)
Submit Design Development (DD)	May 15, 2017	Design team
FAMU Review	May 23, 2017	Facilities
Design Development (DD) Guaranteed Maximum Price (GMP) Estimate from Construction Management (CM)	May 30, 2017	Construction Manager (CM)
Submission of Capital Improvement Plan (CIP) to BOG (CIP will be based on CM GMP estimate at Design Development stage)	August 1, 2017	Facilities
Submit 75% Construction Documents (CD)	August 22, 2017	Design team
FAMU Review	August 29, 2017	Facilities
75% Construction Documents Guaranteed Maximum Price (GMP) Estimate from Construction Management (CM)	September 15, 2017	Construction Manager (CM)
Presentation at the BOG Workshop (CM GMP estimate based on 75% Construction Documents will be used in the presentation)	October 3, 2017	Facilities and Finance
Submit Final Construction Documents (CD)	October 9, 2017	Design team
FAMU Review	October 16, 2017	Facilities
Construction Documents Guaranteed Maximum Price (GMP) from Construction Management (CM)	November 16, 2017	Construction Manager (CM)
FAMU, A/E, and Construction audit team review of the GMP	November 22, 2017	Facilities, design team, construction audit
(**) Construction Management (CM) Contract BOT Approval	November 29-30, 2017	Facilities, Finance, BOT
Construction commences/Ground breaking	December 1, 2017	Construction Manager (CM)
Substantial Completion	April 20, 2019	Facilities, CM, design team
Final Completion	May 20, 2019	Facilities, CM, design team

(*) Total project cost is an estimate and will be continuously refined (with A/E and CM input) as the design progresses

(**) Tentative Board approval dates based on the currently published Board meeting calendar

AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL (FOR USE ON CONSTRUCTION MANAGEMENT PROJECTS)

This Agreement between Owner and Design Professional ("**Agreement**") is made and entered into this _____ day of _____, 20____, by and between the Florida Agricultural and Mechanical University Board of Trustees ("**Owner**"), with an address of Foote-Hilyer Administrative Building, Suite 304, Tallahassee, Florida 32307 and JRA Architects, Inc. ("**Design Professional**") Federal I.D. No. 59-1642004, with an address of 2551 Blairstone Pines Drive, Tallahassee, FL. 32301, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, Owner solicited statements of qualifications from interested design professionals for a contract to provide professional services for the design of the project described on Exhibit A ("**Project**");

WHEREAS, Design Professional desires to perform the professional services for Owner for the Project; and

WHEREAS, Design Professional recognizes that Owner reserves the right to contract with other design professionals for the same professional services described in this Agreement.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 GENERAL DESCRIPTION OF SERVICES

1.1 Definition of Services. The Design Professional's services consist of those services performed by the Design Professional, Design Professional's employees and Design Professional's consultants as enumerated in Articles 2 and 3 of this Agreement.

The Design Professional shall perform the scope of services described in this Agreement ("**Basic Services**") in accordance with the terms and conditions of this Agreement. (collectively, Basic Services together with any Additional Services (defined below in Article 3), shall be referred to herein as the "**Services**"). All Services shall be performed expeditiously in accordance with the milestones and schedule set forth in this Agreement.

1.2 Design Professional Standards. The Design Professional shall furnish the Services in accordance with the professional care, skill and level of competency, technical soundness, accuracy, and adequacy maintained and exercised by members of the same profession then practicing within the same locale as the Project under similar circumstances for projects similar in size, complexity, design, and cost.

1.3 University Standards. The Design Professional shall use and become knowledgeable with the Florida A&M University Professional Services Guide and Design Standards Manual. Questions related to the Professional Services Guide or the Design Standards Manual shall be brought to the attention of the Owner's Project Manager (as defined in Article 4 below).

1.4 Design Team. The Design Professional shall use the key design team employees and consultants for the Project as designated in Exhibit A (the "**Design Team**"). The Design Professional shall not remove or replace any members of the Design Team, except upon approval by the Owner in writing based upon good cause shown. Further, if any member of the Design Team discontinues employment with Design Professional any time during the duration of this Agreement for any reason whatsoever, Design Professional shall promptly replace such team member with an individual approved by Owner, in writing, which approval will not be unreasonably withheld.

1.5 Coordination with Construction Manager / Contract for Construction. The Design Professional shall perform its Services in conjunction, and in coordination, with the construction services to be performed by the construction manager selected and engaged by Owner for the Project ("**Construction Manager**") pursuant to a contract for construction management services ("**Construction Management Agreement**").

1.6 Cooperation. The Design Professional shall endeavor to develop, implement and maintain, in consultation with the Owner and Construction Manager, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

1.7 Commissioning. The Design Professional shall participate in and cooperate with, design phase, construction phase, and post-occupancy commissioning (including peer review), validation, and other third-party quality assurance and quality control processes, if any.

1.8 Errors and Omissions. The Design Professional is responsible for any and all additional premium costs or expenses in connection with the construction of the Project or a delay in construction of the Project which is incurred, sustained, or paid by the Owner on account of or related to the following:

1.8.1 Negligent errors or omissions made by the Design Professional in the preparation of any plans, specifications, drawings or other documents made pursuant to this Agreement; and

1.8.2 Any and all negligent acts or omissions by the Design Professional in the performance of any other services under this Agreement.

The Design Professional shall, at no additional cost to the Owner, immediately make additions, changes and corrections to any documents prepared by Design Professional necessitated by errors and omissions in the Design Professional's performance of its Services.

1.9 Permitting, Approvals, etc. The Design Professional shall prepare, file, and coordinate the approval of all permitting actions and document reviews and approvals with all city, county, state, and federal bodies having jurisdiction and authority for the permitting, documents reviews, and approvals. The Design Professional shall provide permitting requirement and permit approval documentation to the Owner.

1.10 Project Schedule / Time of the Essence. The Design Professional understands and acknowledges that time is of the essence in completion of the Project and the Owner may incur damages if the Project is not completed on time. The Design Professional shall at all times carry out its duties and responsibilities as expeditiously as

possible, consistent with the level of professional skill and care required hereunder and in accordance with a Project's design schedule set forth in Exhibit A, subject to delays in the schedule not the fault of Design Professional or its consultants. The Design Professional represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design and administration of construction of projects of the type and scope contemplated by the Owner's Facilities Program for the Project described on Exhibit A and under this Agreement.

1.11 Preparation / Sufficiency of Site. The Design Professional shall (i) visit and properly inspect, consistent with the level of professional skill and care required hereunder, the Project Site and any structure(s) or other man-made features to be modified; (ii) familiarize itself with surveys, including the locations of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with the Project's pertinent dates and programming needs, including the Project's design schedule, (v) review and analyze the geotechnical, Hazardous Substances (hereinafter defined), structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations for the Project; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Design Professional shall also review all as-built and record drawings, plans and specifications of which Design Professional has been informed by Owner about and properly inspect, as is consistent with the level of professional skill and care required hereunder, the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

1.12 Design Professional's Services vs. Construction Manager's Scope. Before this Agreement is executed, Design Professional agrees it has reviewed the form of the Construction Manager Agreement and will review the Construction Manager Agreement after executed. In addition to all other Basic Services to be provided by Design Professional hereunder, Design Professional agrees that any other services noted within the Construction Manager Agreement to be provided by Design Professional are hereby incorporated by reference into the Basic Services to be provided by Design Professional hereunder. Any changes to the form of the Construction Manager Agreement from that reviewed by Design Professional, which would increase the scope of Basic Services otherwise required of Design Professional, will entitle the Design Professional to an equitable adjustment in fees for such Additional Services, if Design Professional requests such adjustment in accordance with the requirements of this Agreement.

Design Professional shall not delegate any design responsibilities to the Construction Manager without the written approval and consent of Owner.

1.13 Owner's Approval. Owner's approval or acceptance of any Service in any phase does not relieve Design Professional of any of its duties, obligations or responsibilities under this Agreement.

1.14 Electronic Format. All drawings, specifications, design documents, and record documents shall be delivered to Owner at every stage of the design services in both paper and electronic formats in accordance with the requirements specified in the Design Standards Manual, or as directed by Owner.

ARTICLE 2 SCOPE OF PROFESSIONAL'S BASIC SERVICES**2.1 General**

2.1.1 The Design Professional's Basic Services consist of those described in this Article 2, the University's Professional Services Guide, and as described in Exhibit A. The Design Professional shall be responsible for all services performed by the Design Professional's sub consultants and shall require that the services of its sub consultants comply with all of the requirements of this Agreement. Owner is an intended third party beneficiary of Design Professional's contracts with such sub consultants and the contracts between the Design Professional and such sub consultants shall so provide. Furthermore, the Design Professional's contracts with its sub consultants shall require that in the event of default under, or any termination of this Agreement, and upon request of Owner, the Design Professional's sub consultants will perform services directly for the Owner.

2.1.2 The Design Professional shall perform all Services in accordance with requirements of governmental agencies having jurisdiction over the Project, the Florida A&M University Professional Services Guide, Owner's policies and any other guidelines described in Exhibit A. In addition, the Design Professional's designs shall comply with applicable building codes, accessibility laws and regulations, Florida A&M University Design Standards Manual, and other standards of Owner in effect at the time of the design Services. To the extent Owner's standards are higher than applicable legal requirements; such standards shall be met unless Design Professional obtains a variance from Owner in writing.

2.1.3 The design and construction drawings format shall be developed using standards from the Florida A&M University Design Standards Manual or Building Information Modeling (BIM) software as a specific Project requirement as identified in Exhibit A.

2.1.4 During the design phases, Design Professional agrees to provide, as part of Basic Services, on-site program and budget verification, development and review workshops necessary or desirable to develop a design, acceptable to Owner and its user groups, which is within Owner's budget. Such workshop(s) will be conducted with the Construction Manager, representatives of Owner's user groups, and the University Administrators with jurisdiction over the Project, and shall utilize the Charrette format. Without limitation of the foregoing, at the Concept Schematic Design, Advanced Schematic Design and Design Development phases, the Design Professional shall support and attend presentations and shall include drawings, models, renderings, animations, and other tools as necessary to illustrate and convey information on particulars of the design intent. This shall include site plans with building footprint, landscape and tree removal plans, building elevations, and architectural details as needed. At such presentation the Design Professional shall also address all issues and concerns previously identified but not yet addressed by the Design Professional to the Owner's satisfaction.

2.1.5 In accordance with Owner's policies and Florida A&M University Design Standards Manual, the Design Professional shall develop a Basis of Design document (BOD). The BOD shall be developed initially during the first phase of the design, updated during each subsequent design phase and

finalized on or before Substantial Completion. The BOD shall include detail appropriate to each respective phase of the design.

2.1.6 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 The Design Professional shall provide data, calculations, and other information as needed to assist Owner with its application for energy rebates, if applicable.

2.2 Pre-Design Phase (PD)

2.2.1 The Design Professional shall meet with the Owner to ascertain the requirements of the Project. Design documents shall be consistent with Owner's Facilities Program at all phases of design unless expressly authorized otherwise in writing.

2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's Facilities Program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 After reviewing the Project requirements, the Design Professional shall advise the Owner of the tests and surveys described in Article 4 that should be conducted prior to development of plans and specifications.

2.2.4 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.5 When the Design Professional makes design submittals to the Owner or others as described in this Article 2, the Design Professional shall comply with the requirements for such submittals set forth in this Agreement and Exhibit A.

2.3 Concept Schematic Design (CSD)

2.3.1 Based on the Owner's Facilities Program, schedule and construction budget requirements found in Exhibit A, the Design Professional shall prepare several alternative design solutions. The Design Professional shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts. After receiving the Owner's comments, the Design Professional shall prepare, for approval by the Owner, Conceptual Schematic Design Studies which shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts, orientation, and relationships to existing and future programmed projects and a Construction Cost Estimate Report in Owner's format. The Design Professional shall also submit the same to the Construction Manager for review. On the basis of such review, the Construction Manager shall furnish a conceptual estimate of Construction Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Design Professional, the Design Professional shall, if requested by the Owner,

study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.3.2 Design Professional's Conceptual Schematic Design submittal and presentation shall include, but not be limited to, the requirements found in the Florida A&M University Professional Services Guide and Florida A&M University Design Standards Manual, except those as may be listed in Exhibit A.

2.4 Advanced Schematic Design (ASD)

2.4.1 Based upon Owner's written approval of the Conceptual Schematic Design studies, the Design Professional shall prepare, for approval by the Owner, Advanced Schematic Design Documents consisting of drawings, 3-dimensional renderings and other documents illustrating the scale and relationship of Project components, energy conservation approach and building systems parameters. The Design Professional shall submit to the Owner and Construction Manager a preliminary estimate of Construction Cost, in Owner's format, based on current area, volume or other unit costs, and the Advanced Schematic Design Documents for review. On the basis of such review the Construction Manager shall furnish a Construction Cost Estimate Report. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Design Professional, the Design Professional shall, if requested by Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.4.2 Design Professional's Advanced Schematic Design submittal and presentation shall include, but not be limited to, the requirements found in the Florida A&M University Professional Services Guide and Florida A&M University Design Standards Manual, except those as may be listed in Exhibit A.

2.5 Design Development Phase

2.5.1 Based on Owner's written approval of the Advanced Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the Design Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, three dimensional renderings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection and electrical systems, materials and such other elements as may be appropriate. The Design Professional shall submit the Design Development Documents, together with the Construction Cost Estimate Report, in Owner's format, to the Owner and Construction Manager for review. On the basis of such review, the Construction Manager shall furnish an estimate of Construction Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Design Professional, the Design Professional shall, if requested by the Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.5.2 Design Professional's Design Development submittal and presentation shall include, but not be limited to, the requirements found in the Florida A&M University Professional Services Guide and Florida A&M University Design Standards Manual, except those as may be listed in Exhibit A.

2.5.3 If a life-cycle cost computer analysis is authorized by Owner under Exhibit A or by Additional Services Authorization, the necessary documentation will be submitted with the Design Development Documents and such submittals shall comply with Exhibit A. The Design Professional shall prepare data, make the input and run a life-cycle cost computer program analysis approved by the Owner. Before preparing the data, the Design Professional shall discuss the energy-saving schemes proposed for the Project with the Owner's Project Manager. When an agreement has been reached, the Design Professional shall document the approved energy-saving schemes and obtain the written concurrence of the Owner's Project Manager. The Design Professional shall make the input and run the computer program using the following economic factors:

- a). Discount rate = 7%;
- b). Operating & Maintenance cost escalation = 0%;
- c). Energy Replacement costs escalation = 1%;
- d). Project Life = 25 years.

2.6 **Construction Documents Phase**

2.6.1 Based on Owner's written approval of the Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare and submit to Owner and Construction Manager Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner and Construction Manager at the 75% stage and when 100%. In the event Owner elects to fast-track the design of certain portions of the Project, Design Professional shall only submit 100% Construction Documents for such fast-tracked portions (such portions being described in **Exhibit A** and hereinafter referred to as "Phase 1"), and 75% complete and 100% Construction Documents for the remainder of the Project (such portion hereinafter referred to as "Phase 2"). Any fees associated with fast-tracking Phase 1 of the Project are included in the fee schedule attached hereto.

2.6.2 The Design Professional shall submit its Construction Cost Estimate Reports, in Owner's format, to Owner at the same time as it submits 75% Construction Documents. Upon receipt of 75% Construction Documents, the Construction Manager shall provide its cost report to the Owner for review and comparison to the Design Professional's Construction Cost Estimate Report. Upon receipt of the Owner's approval of 75% Construction Documents, if any, the Design Professional shall prepare and submit 100% Construction Documents to the Owner and the Construction Manager and the Construction Manager shall submit its cost report to the Owner.

2.6.3 Upon Owner's written approval of 100% Construction Documents and the Construction Manager's cost report, the Construction Manager will prepare an initial Guaranteed Maximum Price proposal based on such Construction Documents. The Design Professional shall resolve with the Owner any apparent discrepancy between the final estimate of Construction Cost and the scope of work and requirements of the Owner. The Design Professional shall assist the Owner in its negotiations with the Construction Manager in an effort to

develop an acceptable Guaranteed Maximum Price. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal because it exceeds Owner's budget for the Project, the Design Professional shall revise the Construction Documents in a manner acceptable to Owner and Construction Manager, to bring the Guaranteed Maximum Price to an amount within Owner's budget or greater amount, if approved by Owner, all in accordance with the process described in Subparagraph 5.2.2.

2.6.4 The Owner shall cause the Construction Manager to furnish to the Owner and the Design Professional a complete list of the assumptions utilized by the Construction Manager in the development of the initial Guaranteed Maximum Price proposal and the finally agreed Guaranteed Maximum Price with respect to (a) changes in the initial set of Construction Documents on which the proposed or agreed Guaranteed Maximum Price is based, and/or (b) Project components not fully described in such Construction Documents. The Design Professional shall review and analyze such assumptions, and shall submit a written analysis of them to the Owner, pointing out any that, in the Design Professional's opinion, are inaccurate, inconsistent with the design intent of the Project or not in accordance with the generally accepted standards of professional practice. Upon resolution by the Owner, Construction Manager and Design Professional of the issues raised in such written analysis, the Design Professional shall complete or modify the Construction Documents as needed.

2.6.5 After the Guaranteed Maximum Price has been accepted by the Owner, the Design Professional shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions made in the development of the Guaranteed Maximum Price.

2.6.6 For a threshold building, as defined in Chapter 553, Florida Statutes, a structural inspection plan shall be included in the Specifications. The Design Professional shall notify the Owner, if or when the design will require inspection as a threshold building.

2.7 Building Permit Review Phase

2.7.1 Design Professional is responsible for cooperating with and providing assistance to Owner and Construction Manager with respect to the applicable building permit process and the issuance of all necessary and required permits for the Project.

2.7.2 Design Professional shall make periodic visits with the Florida A&M University Building Code Administrator (BCA) during the design process. These preliminary reviews will assist the Design Professional in the development of the final approved Construction Documents.

2.7.3 As part of the building permit process, the Design Professional shall provide the applicable building permit office with the number of complete sets of signed and sealed Construction Documents and all other bidding documents prepared by the Design Professional as indicated in PSG Exhibit 5.6, Design Submittal Requirements, Florida A&M University Professional Services Guide and **Exhibit A**. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design Professional per Florida Statutes.

- 2.7.4 As part of the building permit process, the BCA shall review and provide comments to the Design Professional on the submitted Construction Documents. Design Professional shall revise the Construction Documents by incorporating necessary revisions to address mandatory inclusions made by the University Project Manager and the BCA. The revised final Construction Documents shall be signed and sealed by the Design Professional and re-submitted to the BCA in the quantities indicated in the Deliverable Schedule.
- Once this revised set of Construction Documents is approved by Owner, it will be deemed to be the final approved set of Construction Documents upon which the construction of the Project is to be based.

2.8 Bidding or Negotiation Phase

2.8.1 The Design Professional shall attend the Construction Manager's pre-bid meetings with potential subcontractors and be available to respond to questions and/or issue addenda regarding the Construction Documents.

2.8.2 The Design Professional shall submit to the Owner and Construction Manager a Corrected/Conformance Document Set incorporating all design review comments, revisions or suggestions elicited during development of the Guaranteed Maximum Price Proposal, pre-bid inquiries, and other modifications made after the 100% Construction Documents have been submitted to the Owner and the Construction Manager.

2.9 Construction Phase Administration of the Construction Contract

2.9.1 The Design Professional's responsibility to provide Basic Services for the construction phase under this Agreement commences with the Owner's formal, written acceptance of the Construction Manager's Guaranteed Maximum Price Proposal. Subject to Paragraph 9.2, such responsibility shall continue until final completion of the Project (which, in general, shall be the date when construction of the Project is completed and final payment is due to the Construction Manager).

2.9.2 The Design Professional shall carry out its Construction Administration services as set forth below and in the Florida A&M University Professional Services Guide. To the extent the terms of this Agreement, the Professional Services Guide, and the General Terms and Conditions of the Contract for Construction are inconsistent; the terms of this Agreement shall govern.

2.9.3 Duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

2.9.4 The Design Professional shall be a representative of, and shall advise and consult with, the Owner during construction until final payment to the Construction Manager is made. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

2.9.5 The Design Professional shall attend Biweekly scheduled construction meetings at the Site and shall provide such representation as may

be required to fulfill the intent and interpretation of the plans and specifications for the Project. In any event, the Design Professional shall visit the site the minimum number of times required in **Exhibit A**, or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Design Professional, in writing, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the construction documents. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect or as an engineer, the Design Professional shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work.

2.9.6 The Design Professional shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility under the Construction Manager's Agreement with the Owner. The Design Professional shall not be responsible for the Construction Manager's schedules or failure to carry out the Work in accordance with the construction documents. The Design Professional shall not have control over or charge of acts or omissions of the Construction Manager, its subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.9.7 The Design Professional shall at all times have access to the Work wherever it is in preparation or progress.

2.9.8 Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized, the Owner and Construction Manager shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

2.9.9 Prior to the first Application for Payment, the Design Professional shall review the Construction Manager's Schedule of Values and recommend adjustments. Based on the Design Professional's observations of the site and evaluations of the Construction Manager's Applications for Payment, the Design Professional shall review and certify the amounts due the Construction Manager. The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the Project site and on the data comprising the Construction Manager's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the construction documents. The foregoing representations are subject to an evaluation of the Work for conformance with the construction documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the construction documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Construction Manager is entitled to payment in the amount certified.

2.9.10 The Design Professional shall reject Work which does not conform to the construction documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the construction documents, the Design Professional will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract for Construction, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Construction Manager, its subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.9.11 The Design Professional shall review, certify, approve, reject or take other appropriate action upon Construction Manager's inquiries and submittals, such as shop drawings, product data and samples. The Design Professional shall not approve any such submittals unless such submittals conform with (i) this Agreement, the Facilities Program, and Basis of Design; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the Florida A&M University Design Standards Manual; and (v) governing codes and authorities having jurisdiction. In the event the Florida A&M University Design Standards Manual exceeds applicable legal requirements, those Florida A&M University standards shall govern. The Design Professional's review shall be completed so that all Work can be performed without delay and all products or materials may be ordered or fabricated with sufficient time to meet the Project schedule.

2.9.12 Design Professional shall review the Project schedule, subcontractor construction schedule(s), schedule(s) of shop drawing submittals and schedule(s) of values prepared by Construction Manager and advise and/or recommend in writing to Owner concerning their acceptability.

2.9.13 The Design Professional shall prepare Change Orders, with supporting documentation and data, if the Design Professional determines the same is necessary for the Owner's approval and execution in accordance with the Contract for Construction.

2.9.14 Design Professional shall submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject Work.

2.9.15 The Design Professional shall conduct reviews consistent with the level of professional skill and care required hereunder to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract for Construction and assembled by the Construction Manager, and shall issue a final Certificate for Payment upon compliance by the Construction Manager with the requirements of the Contract for Construction.

2.9.16 The Design Professional shall interpret and opine on matters concerning performance of the Owner and Construction Manager under the

requirements of the Contract for Construction on written request of either the Owner or Construction Manager. The Design Professional's response to such request shall be made within 15 (fifteen) calendar days of receipt of such a request.

2.9.17 Advise Owner of facts known to Design Professional which may constitute an event of default on the part of the Construction Manager under the Contract Documents, and advise and make recommendations to the Owner with respect to the remedies available to the Owner under the Contract Documents.

2.9.18 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from, the construction documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Construction Manager and shall not show partiality to either.

2.9.19 Review and comment upon, without assuming any liability for, Construction Manager's quality control program.

2.9.20 The Design Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the construction documents, and if concurred with by the Owner.

2.9.21 The Design Professional shall work with Owner to pursue Owner's goal, if any, of a Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth in **Exhibit A. (Design to LEED Standards)**

2.9.22 Design Professional shall manage the Owner's Project closeout process. Upon notice from Construction Manager, and with the assistance of Owner, Design Professional shall conduct the Substantial Completion review and if appropriate issue the Certificate of Substantial Completion on Owner form. Review and comment upon, and supplement as appropriate, the punch lists to be prepared by Construction Manager. Notify Construction Manager in writing of work not complete. Issue Certificate of Substantial Completion when appropriate.

2.9.23 Upon notice from Construction Manager's, conduct final inspections and assist Owner in final acceptance of Project. If appropriate, issue the Certificate of Final Inspection on Owner's form.

2.9.24 Review all testing results and make recommendations to Owner.

2.9.25 Assist Owner in the establishment of programs of operation and maintenance of the physical plant and equipment. **(N/A)**

2.9.26 Assist Owner and Construction Manager in the training of the facility operation and maintenance personnel with respect to the proper operations, schedules, procedures and inventory controls for the various Project equipment and systems. Such assistance shall include assisting Owner in arranging for and coordinating the instruction and training on operations and

maintenance of the Project's equipment and systems in conjunction with the various manufacturer representatives. Further, Design Professional is to attend all such training sessions, unless otherwise consented to by Owner in writing. **(N/A)**

2.9.27 Review for compliance with Construction Manager's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

2.9.28 The Design Professional shall prepare "As-Built" or record drawings at Project completion in accordance with the requirements set forth in this Agreement and Exhibit A. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests For Information, shop drawings, other directives and submittals and information provided by the Construction Manager.

2.9.29 Schedule via Owner and visit with Owner and Construction Manager the facility at initial occupancy and at eleven (11) months after issuance of the Certificate of Substantial Completion. During each facility visit, Design Professional shall observe, troubleshoot and advise in the operation of building systems. This shall not relieve Design Professional of its obligation to make other visits to the facility based on need should specific issues arise.

2.9.30 Submit a facility and equipment review schedule to Owner at the time of Substantial Completion. Perform reviews of facilities and equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment. Submit a written report to Owner. **(N/A)**

2.9.31 Document noted defects or deficiencies and assist Owner in preparing instructions to Construction Manager for correction of noted defects.

2.9.34 The Design Professional, upon final acceptance of the Project, shall issue and sign the Certificate of Final Inspection on the Owner's form.

2.9.32 Design Professional's attendance at any partnering sessions with Construction Manager is mandatory and included within Basic Services.

2.9.33 The Design Professional shall perform all of its required services relating to Substantial Completion and Final Completion in accordance with Florida A&M University Professional Services Guide and Design Standards Manual.

2.10 Post Occupancy Phase

2.10.1 The Design Professional shall perform all of its required services relating to final completion of construction deliverables in accordance with the Florida A&M University Professional Services Guide.

2.10.2 Consult with, and recommend solutions to, Owner during the duration of warranties in connection with inadequate performance of equipment, materials or systems under warranty.

2.10.3 The Design Professional shall respond to Owner's requests to review design and construction issues during the construction warranty period; shall provide the Builder with lists of warranty items requiring correction; shall direct the Builder to correct warranty items; shall coordinate and perform the end of the warranty period inspection in accordance with the Florida A&M University Professional Services Guide; and produce a summary report documenting deficiencies, problems, or other outstanding items.

ARTICLE 3 ADDITIONAL SERVICES

3.1 General

3.1.1 Services described in this Article 3 that are not specifically included in Basic Services or reasonably inferable there from shall be considered additional services ("**Additional Services**"). Additional Services shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services shall be performed only if authorized in writing by the Owner prior to their performance. Before negotiating Additional Services, Design Professional shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursable for Owner's review. Sub consultants shall provide the same information on Sub consultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Design Professional. The maximum hourly rates for Additional Services are attached as Exhibit B. No claims shall be permitted for Additional Services related to or arising from delays or suspensions in the construction Work regardless of cause.

3.1.2 Notwithstanding anything to the contrary herein, Design Professional shall not be entitled to additional compensation if the Additional Services are due to defective construction documents, errors or omissions by the Design Professional or its consultants, or are otherwise necessitated by the fault of the Design Professional or its consultants.

3.1.3 For Additional Services being provided by consultants not included on the original Design Team, which require no work on the part of the Design Professional other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Design Professional may request a mark-up not to exceed six percent (6%) on the consultant's fee to cover the Design Professional's administrative costs. This mark-up will be based on the complexity and time spent.

3.1.4 For Additional Services described in this Article 3, a lump sum or not-to-exceed amount which is satisfactory to both parties shall be negotiated on each occasion of activating a specific Additional Services Authorization. The Design Professional's staff costs associated therewith shall not exceed the hourly rates set forth on Exhibit B.

3.1.5 If Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Design Professional's fees, such services are described on

Exhibit A and compensation for such services is included in the schedule set forth on **Exhibit A**. For purposes of this Agreement, such services constitute Basic Services.

3.2 Services Considered Additional Services. Services considered for Additional Services are described in the Florida A&M University Professional Services Guide.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 Owner's Requirements. Design Professional acknowledges that Owner has provided Design Professional with information regarding Owner's requirements for the Project as set forth in the Facilities Program.

4.2 Project Budget. The Owner will establish an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 Owner's Representative. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project ("**Owner's Project Manager**"). The Owner or Owner's Project Manager shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

4.4 Timeliness / Schedule. The Owner shall review and approve or take other appropriate action on all work submittals of the Design Professional within the timeframes set forth in **Exhibit A**.

4.5 Property Survey. If required, the Owner shall furnish, or direct the Design Professional to obtain at the Owner's expense, surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

4.6 Geotechnical Information. If required, the Owner shall furnish, or direct the Design Professional to obtain at the Owner's expense, the services of geotechnical engineers as necessary for the Project. Such services may include but are not limited to test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Design Professional recommendations.

4.7 Tests. The Owner shall pay for structural, mechanical, chemical, air and water pollution tests; tests for Hazardous Substances; and, other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 Legal, Accounting, Insurance, and Auditing Services. The Owner shall furnish all legal, accounting and insurance counseling services as may be required by the Owner for the Project, including auditing services the Owner may require to verify the Construction Manager's Applications for Payment or to ascertain how, or for what purposes, the Construction Manager has used the money paid by or on behalf of the Owner.

4.9 Document Reviews. Review of Design Professional's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve the Design Professional of any of its responsibilities. Notwithstanding the foregoing, prompt reasonable written notice shall be given by the Owner to the Design Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract for Construction. Owner in no way obligates itself to check Design Professional's work, and further, is not responsible for maintaining the Design Schedule.

ARTICLE 5 CONSTRUCTION COST

5.1 Definition

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and Construction Manager and equipment designed, specified, selected or specially provided for, by the Design Professional, including connections to utilities, plus a reasonable allowance for the Construction Manager's overhead and profit.

5.1.3 The Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, Owner's consultants, the costs of the land, rights-of-way, fixtures, furnishings and equipment and contingencies or other costs which are the responsibility of the Owner as provided in Article 4. For this Project, Construction Costs shall not exceed the amount set forth in Exhibit A.

5.2 Responsibility for Construction Cost

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Design Professional, represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is also recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Construction Manager's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 Construction cost estimating shall be the responsibility of the

Construction Manager. The Design Professional shall furnish drawings and specifications to the Construction Manager as set forth in Article 2 above, on the basis of which the Construction Manager shall prepare detailed estimates of Construction Cost and, at the time identified in Article 2, a proposed Guaranteed Maximum Price. The Design Professional shall also furnish Construction Cost Estimate Reports as set forth in Article 2. The Design Professional and Construction Manager shall work together to reconcile any material differences in their respective estimates. Drawings and specifications produced by the Design Professional shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based. The Design Professional shall study and consider cost saving proposals made by the Construction Manager, shall itself initiate such proposals when necessary and appropriate, and, at the Owner's written request, shall incorporate such proposals into the Drawings and specifications provided they are consistent with the design intent of the Project and within generally accepted standards of professional practice. Such study, consideration and incorporation shall be a Basic Service.

ARTICLE 6 USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings, specifications, designs, programming analysis, CADD files, space plans, Project correspondence, Project records, and other documents including those in electronic form, prepared by the Design Professional and prepared for or related to the Project ("**Project Documents**") are the sole and exclusive property of Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Project Documents. Design Professional shall furnish Owner with such reproductions of any Project Documents as the Owner may request at any time. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Design Professional's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Project Documents. In the event that the Project Documents are held not to be "works made for hire", then Design Professional agrees that all Project Documents, whether in final form or draft, which result from any Services performed by Design Professional under this Agreement are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Design Professional further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Design Professional's sub consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Article shall survive any termination or expiration of this Agreement. The Design Professional shall be entitled to retain copies of the Project Documents for the Design Professional's use and records. Owner shall be free to use the Project Documents for any use including but not limited to the completion, renovation, additions, and expansion of the Project. The Design Professional shall have no liability for any use by Owner that is unrelated to the Project and Owner releases and waives any claims against Design Professional for such use unrelated to the Project. Design Professional shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project Documents.

6.2 The Design Professional shall have the right to include representations of the

design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and Design Professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 7 MEDIATION OF DISPUTES

All claims, disputes and other matters in question between the parties to this Agreement shall be determined under the judiciary system of the State of Florida. As a condition precedent to any party filing any action for a claim, dispute or other matter arising out of or related to this Agreement, the parties shall submit the dispute to mediation pursuant to the mediation rules Florida Statutes, Chapter 44 currently in effect. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The parties shall share the mediator's fee and other administrative costs of the mediation equally. The mediation shall be held in Leon County, Florida, unless the parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. The mediation proceedings shall be confidential and shall be privileged from disclosure in any subsequent proceedings as settlement discussions.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 Termination by Owner for Default. If the Design Professional defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to the Design Professional (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Design Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Design Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Design Professional of immediate termination. If the Owner terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Design Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 8.3.

8.2 Termination by Design Professional for Default. If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Design Professional shall give written notice the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice may give notice to the Owner of immediate termination of this Agreement.

8.3 Termination by Owner for Convenience. The Owner may at any time give written notice to the Design Professional terminating or suspending this Agreement, in whole or in part, for the Owner's convenience and without cause.

8.4 Termination or Suspension Compensation. If the Agreement is terminated by the Owner pursuant to Paragraph 8.1, no further payment shall be made to the Design Professional until completion of a Project. At such time, the Design Professional's compensation shall be calculated on the basis of Services actually performed and expenses

actually incurred prior to the effective termination date. The Design Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Design Professional. If the Agreement is (i) terminated by the Design Professional pursuant to Paragraph 8.2; (ii) terminated by the Owner pursuant to Paragraph 8.3; or (iii) suspended by the Owner pursuant to Paragraph 8.3, the Design Professional's compensation shall be calculated on the basis of Services actually performed and reimbursable expenses actually incurred prior to the effective termination or suspension date, which payment shall be Design Professional's sole and exclusive remedy for such termination or suspension. Design Professional shall in no event be entitled to recover any type of delay damages.

8.5 Sub consultants. In the event of any termination, at Owner's option and upon written notice, any or all of Design Professional's sub consultant contracts shall be deemed automatically assigned to Owner upon delivery of such written notice. Design Professional shall have clauses in all its sub consultant contracts providing for such assignments to Owner. As a precondition to any payment due Design Professional as a result of any termination of this Agreement, Design Professional shall execute any and all documents reasonably requested by Owner to document the assignment of any or all rights and benefits of such sub consultant contracts to Owner. Architect shall insure that all its sub consultant contracts incorporate by reference all the termination provisions of this Agreement and that all such provisions shall apply equally to such sub consultants' rights, remedies, and obligations upon any termination.

ARTICLE 9 TERM OF SERVICES

9.1 The Design Professional's Basic Services shall be performed in compliance with the Project schedule attached hereto as Exhibit A, as the same may be amended by agreement of the Owner and the Design Professional, in writing, subject to delays not the fault of the Design Professional or its consultants.

9.2 Unless sooner terminated, this Agreement shall remain in force for the period which may reasonably be required for the design, award of contracts and construction of the Project set forth in this Agreement, including extra work and any required extension thereto, and the post-occupancy phase contemplated by Subparagraph 2.9.

ARTICLE 10 COMPENSATION

10.1 The Owner agrees to pay the Design Professional as compensation for the Design Professional's services:

10.1.1 For the Basic Services described in Article 2, the lump sum amount or the not-to-exceed amount negotiated by the Parties that is set forth in Exhibit A. The Design Professional's staff costs used to calculate the lump sum amount or the not-to-exceed amount shall not exceed the hourly rates set forth in Exhibit B.

10.1.2 For Additional Services defined in Article 3 to be paid as a lump sum amount, the lump sum amount prescribed in the Additional Services Authorization. The Design Professional's staff costs used to calculate the lump sum amount shall not exceed the hourly rates set forth in Exhibit B.

10.1.3 For Additional Services defined in Article 3 to be paid a not-to-exceed amount, the actual costs for such services, but which shall be equal or less than the not-to-exceed amount prescribed in the Additional Services Authorization. The Design Professional's staff costs associated with the not-to-exceed amount shall not exceed the hourly rates set forth in Exhibit B.

10.1.4 For the following reimbursable expenses as authorized by this Agreement, or by way of an Additional Services Authorization:

10.1.4.1 Expenses of transportation, meals and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project – other than those services and duties defined in Article 2 – and when authorized in writing by the Owner. Rates for transportation and meals are as set forth in §112.061, Florida Statutes, on the effective date of this Agreement. Rates for lodging are as set forth by the General Services Administration (GSA) on the effective date of this Agreement.

10.1.4.2 Expenses associated with reproduction of Drawings and Specifications, excluding copies for Design Professional's office use and sets required at each phase for the Owner's review and approval as set forth in Exhibit A.

10.1.4.3 Fees paid for securing approval of authorities having jurisdiction over the Project, if any.

10.1.4.4 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.

10.1.4.5 If authorized in advance by the owner in writing, the additional expense of renderings, models, and mock-ups more extensive than those required as part of Basic Services.

10.2 Design Professional shall submit an Application for Payment upon completion of the milestones described on the Schedule of Payments, completion of authorized Additional Services, or incurrence of authorized reimbursable expenses. Applications shall be on Owner's form, shall include appropriate back-up documentation, and shall be prepared in accordance with the requirements set forth in the Florida A&M University Professional Services Guide.

10.3 Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment.

10.4 A Vendor Ombudsman has been established within the Owner's office of Business Affairs. The duties of this office include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the owner. The Vendor Ombudsman may be contacted at [REDACTED].

10.5 Accounting records of the Design Professional and any consultants it may engage pursuant hereto pertaining to the Project shall be kept in accordance with generally

recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no cost to the Owner. Owner may, upon reasonable notice, audit the records of the Design Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of four (4) years after final payment is made by Owner to Design Professional under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Agreement, including, without limitation, books, subscriptions, recordings, agreements, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, and payroll records. Owner's authorized representative shall have reasonable access to the Design Professional's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to this Agreement, shall be provided adequate and appropriate work space at Design Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

10.5.1 Design Professional shall submit to Owner design notes and computations to document the design conclusions reached during the development of the Project design as requested by Owner. The design notes and calculations shall include, but not be limited to, the following data:

- 10.5.1.1 Design criteria used for the Project;
- 10.5.1.2 Lighting calculations;
- 10.5.1.3 Structural calculations;
- 10.5.1.4 Drainage calculations;
- 10.5.1.5 Acoustical calculations;
- 10.5.1.6 HVAC calculations;
- 10.5.1.7 Security and communications calculations;
- 10.5.1.8 Calculations as required by provisions of the Florida Energy Conservation Standards Act (Department of Community Affairs), latest revision;
- 10.5.1.9 Thermal Efficiency Standards (Florida Energy Efficiency Code for Building Construction, Department of Community Affairs, F.S. 552.900)
- 10.5.1.10. Life Cycle Costs (Florida Administrative Code and F.S. 235.26)
- 10.5.1.11 Calculations showing probable cost comparisons of various alternatives considered;
- 10.5.1.12 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
- 10.5.1.13 Other Project related correspondence as appropriate.

ARTICLE 11 SPECIAL PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law provisions and venue shall lie in the courts in Leon County, Florida.

11.2 Capitalized Terms. Capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the General Terms and Conditions of the

Contract for Construction.

11.3 Successors and Assigns. The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Design Professional shall assign this Agreement without the written consent of the other.

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

11.5 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of the Design Professional's contracts with its consultants, if any.

11.6 No Contingency Fee. The Design Professional represents and warrants that the Design Professional has not employed or retained any entity or person (other than a bona fide employee working solely for the Design Professional) to solicit or secure this Agreement, and that the Design Professional has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Design Professional) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Public Access to Documents. This Agreement may be unilaterally canceled by the Owner if the Design Professional or its consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Design Professional or its consultants in conjunction with this Agreement. As provided under subsection 119.011(2) of the Florida Statutes, Design Professional shall:

- A) Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the services under this Agreement.
- B) Provide the public with access to public records on the same terms and conditions that Owner would provide the records to the public and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, such as those documents exempt from disclosure pursuant to the provisions of Florida Statutes sections 288.075 and 331.326.
- D) Meet all requirements for retaining public records and transfer, at no cost, to Owner, all public records in possession of Architect upon expiration or termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with the information technology systems of Owner.

Design Professional shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals

and court and arbitration or other dispute resolution costs) arising out of or resulting from Architect's failure to provide the public with access to public records to the extent required by Florida law.

11.8 Hazardous Substances. Unless otherwise provided in this Agreement, the Design Professional and its consultants shall have no responsibility for the discovery, prior presence, handling, removal or disposal of or exposure of persons to hazardous substances in any form at the Project site regulated by federal law or the laws of the State of Florida or county in which the property is located, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances (collectively, "Hazardous Substances"). Notwithstanding the foregoing, the Design Professional shall immediately notify the Owner both orally and in writing of the presence or suspected presence and location of any Hazardous Substances on the Site of which it becomes aware.

11.9 Annual Appropriations. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

11.10 Public Entity Crime. The Design Professional represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. The Design Professional further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of \$15,000.00 if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

11.11 Insurance. Design Professional shall carry insurance as prescribed herein. All insurance policies shall be with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A/XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents.

11.11.1 Design Professional and the consultants identified in this Agreement shall each carry a policy or policies covering their liability under this Agreement for any and all errors or omissions committed by them. The coverage shall be maintained during the term of the Agreement and for at least four (4) years following completion of all Services to be performed. The policy or policies shall have a limit of liability not less than the amount set forth in paragraph 11.11.2. The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements). The Design Professional shall make every effort, and cause its consultants to make every effort, to maintain similar insurance for at least four (4) years following completion of all Services. If the insurance is terminated for any reason, the Design Professional agrees, and will cause its consultants to agree, to purchase an extended reporting provision of at least three years to report claims arising from work that is being performed. The policy will allow for reporting of circumstances or incidents that might give rise to future claims.

11.11.2 Design Professional shall carry policies covering Professional Liability (\$1 million), General Liability (\$1 million), Automotive Liability (\$1 million), and Worker's Compensation per the requirements of Chapter 440 of the Florida Statutes. General and Auto Liability policies shall provide cross liability coverage.

11.11.3 For all insurance types:

11.11.3.1 Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage there under reduced before the expiration date thereof. Design Professional shall provide Owner with a copy of endorsement(s) to the policies and cancellation and/or non-renewal notices evidencing the same.

11.11.3.2 The Certificates of Insurance shall be dated and show the name of the insurer, the number of the policy, its effective date, and its termination date.

11.11.3.3 The Owner and the Florida Board of Governors shall be named as additional insured's on General and Auto Liability policies. **(N/A)**

11.11.3.4 All policies shall include a waiver of subrogation endorsement and a severability of interests endorsement.

11.11.3.5 Owner shall not be liable for amounts that may represent a deductible in any insurance policy, and the payment of such deductibles shall be the sole responsibility of the Design Professional or consultant providing such insurance. Design Professional and its consultants shall reveal the amount of such deductibles, if any, for each policy.

11.11.4 Design Professional shall provide copies of each insurance coverage policy required by this Agreement, including all endorsements, riders, etc., in order to verify that contractual insurance requirements are being satisfied. Provide such within 30 calendar days of the execution date of the Agreement and, thereafter, on or before the expiration date of an expiring policy or upon Owner's request.

11.12 **Waiver of Certain Claims, Damages.** The Design Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, delays, lost business opportunities, unabsorbed overhead or any direct or indirect consequential damages.

11.13 **Breach Remedies.** Owner's selection of one or more remedies for breach of this Agreement shall not limit the Owner's right to invoke any other remedy available to the Owner under this Agreement or by law.

11.14 **Hold Harmless.** To the maximum extent permitted by law, the Design Professional hereby agrees to indemnify and hold Owner and its officers and employees harmless for, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design Professional and other persons employed or utilized by the Design Professional, including its consultants, in the performance of this Agreement.

11.15 **Exhibits.** The parties acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

11.16 **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, Owner's obligations under this Agreement are limited and Owner's liability shall not exceed the amount to be paid by Owner to Design Professional under this Agreement, even if the sovereign immunity limitations of the statute are not otherwise applicable to the matter.

11.17 **Restrictions on Use of Funds for Lobbying.** Design Professional shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11.18 **Discriminatory Vendor List.** For services related to this Agreement, Design Professional may not transact business with any public entity that has been placed on the discriminatory vendor list.

11.19 **Equal Opportunity Employer.** Owner is an Equal Opportunity Employer including minorities, women, veterans and individuals with disabilities. Design Professional and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE DESIGN PROFESSIONAL:

Name of Firm

BY: _____

Printed Name: _____

Title: _____

Date: _____

As Witnessed By: _____

For the Owner

**Florida Agricultural and Mechanical
University Board of Trustees**

Approved as to Form and Legality:

University Attorney

Craig Talton, Interim Director Facilities
Planning and Construction

Sameer Kapileshwari, Associate Vice
President Construction and Facilities
Management

Dr. Larry Robinson, Interim President
Date: Florida A&M University

Wanda Ford, Interim Chief Financial Officer
and Vice President for Administrative and
Financial Affairs

**EXHIBIT A
PROJECT DESCRIPTION****Description of Project**

FAMU Project No.: **FAMU-BRFM 337**

FAMU Project Name: **FAMU- Student Affairs Center for Access and Student Success (CASS)**

Location / Address: **The Parking Lot between Gibbs Hall and Gaither Gym**

Program: **(approved Facilities Program dated May 4, 2015)**

Scope Clarifications: (List clarifications to design scope):

2.8.5 Minimum Site Visits Required: Design Professional shall visit the site the minimum number of times of Once every two (2) weeks. Each site visit shall be documented on *AIA Document G711-1972 Architect's Field Report (G711)*, and submitted to the FAMU PM.

2.8.18 LEED Certification. The LEED Certification level is established at the _____ level. (Design to LEED Standards)

5.1.3 Construction Cost: The Construction Cost for this Project shall not exceed **\$26,862,977.**

EXHIBIT A
Attachment #1 - SCOPE OF WORK

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein.

Instruction to FAMU Project Manager: Complete the Scope of Work per the instruction highlighted in italics. If an item does not relate to the scope of work, type NONE after the item. When you are completed with the Scope of Work delete the highlighted instruction and these instruction for a final Scope of Work document.

1. PROJECT OVERVIEW
<p>1.1 Introduction: At Florida A&M University, the development of this Project is recognized as an integral component of the process of creating the campus. A major role of the campus is to provide for our academic community a setting that contributes to the accomplishment of the University's mission, supports the Academic Plan, and enhances the quality of the life of students, faculty, staff and visitors.</p> <p>It is important, at the outset to recognize that every Project shall include university-wide considerations, as well as the programmatic demands of this Agreement.</p>
<p>1.2 General Project Description:</p>
<p>A three to four story facility is being proposed for the Center for Access and Student Success project. It is expected that this project shall be accomplished utilizing Public Education Capital Outlay (PECO) Planning and Construction Funds, which has been appropriated by the Florida Legislature. The anticipated appropriation schedule is indicated in the appropriate section of this design program.</p>
<p>1.3 Construction Delivery Method is Construction Management</p>
2.0 PROJECT INFORMATION
<p>2.1 Customer Information:</p>
<p>The University believes a new facility with the capability to host all enrollment management and academic enhancement activities for the 10,241 students currently attending FAMU is paramount in continuing to place FAMU as a highly competitive institution. These functions are currently spread among multiple buildings in multiple areas of campus and the new facility will improve efficiency and effectiveness of services to students and constituents. Currently, fifty-year old space, designed originally as a hospital is being used to accommodate student services in conjunction with mobile units for students with disability.</p>
<p>2.2 Design Challenges and known Project issues, if applicable:</p>
<p>The overall design objectives are to provide a maximum amount of functional spaces using low maintenance and long life materials arranged to provide single entrance access and maximum visual surveillance from the fewest possible control points. Due to more stringent handicapped accessibility rules and potty parity laws now in effect, circulation and toilet areas will require special consideration. A greater overall portion of mechanical and electrical closet space may also be needed</p>

to accommodate increasing amounts of educational technology, telecommunication, infrastructure, and equipment.

2.3 Facilities Services Spaces, if applicable:

Division of Finance & Administration, Division of Academic Affairs, Division of Student Affairs, Department of Enrollment Management, Department of Student Development, Department of Student Life,

2.4 Hazardous Materials Abatement/EPA, if applicable:

N/A

All hazardous material abatement is performed by the Office of Environmental Health and Safety. Any abatement procedure shall take place prior to commencement of related scope of work. **(if applicable)**

2.5 Security, if applicable:

N/A

2.6 Signage and Way-finding, if applicable:

Within Basic services of project

2.7 Ergonomics, if applicable:

N/A

2.8 Space and/or Facility Needs Assessment:

The current locations for academic support are spread campus wide. In the current space for enrollment management services there are no enclosed spaces for academic, mental health, tutorial or mentor sessions. During the 2013/2014 academic year the FAMU Center for Disability Access and Resources had 5,152 student contacts concerning documented learning disabilities, academic advising, accommodations, tutoring, mentoring, counseling, and testing. Currently there are 730 students with documented learning disabilities. These students have no quiet or confidential space to use their accommodations or adaptive technology at the existing location. There is no space where they can study and avoid potential stigmatization. In the new building, there will be a specific suite area designed for students with disabilities to be able to work in their own space and to use technology that will allow them to be successful academically within the guidelines established by American with Disabilities Act and the FAMU Center for Disability Access and Resources.

2.8.1 Facilities Deficiencies:

[Describe the space problem in terms of current and future facilities deficiencies. Remember these are overall or general deficiencies. Describe the proposed solution and what alternative solutions were considered such as rescheduling, remodeling of existing space, jointly using facilities on or off campus, and leasing of space] N/A

2.8.2 Space Justification:

The overall design objectives are to provide a maximum amount of functional spaces using low maintenance and long life materials arranged to provide single entrance access and maximum visual surveillance from the fewest possible control points. Due to more stringent handicapped accessibility

rules and potty parity laws now in effect, circulation and toilet areas will require special consideration. A greater overall portion of mechanical and electrical closet space may also be needed to accommodate increasing amounts of educational technology, telecommunication, infrastructure, and equipment.

2.8.3 Alternative Solutions:

[Provide reasons why other alternatives were not chosen and why this is the best solution. If remodeling, renovation, and additions of an existing facility is proposed, provide reasons why other alternatives were not chosen. Alternative solutions should be identified as recommended schemes to get to this approved solution to the problem. The objective is to tell the story of how this particular decision was reached. This process is important when turning this solution over for design and construction. During the design process many questions may be answered or many questions may be eliminated depending upon the documented history of this solution.] See Program Dated 5/5/15

2.9 Program Area:

2.9.1 Program Area and Design Requirements Summary (Space Needs Summary): The Design Professional and his consultants should be aware that these program requirements are specific to this project and that general FAMU and State of Florida requirements must be met.

[The facility space needs summary outlines the total space requirements for the entire space needs. This is only a summary of the Program Area spaces, not a total list of the spaces. The information provided includes the name of each program area; the aggregate net square footage for each program area; the name of each type of non-program space required, such as rest rooms, mechanical equipment areas, and custodial services facilities; the aggregate square footage for each type of non-program space; the total net square footage of the facility; the net-to-gross conversion factor; and the total gross square footage of the facility. See Program Dated 5/5/15

Facility List: The following Program Areas and spaces are presented as net assignable square footage (NASF)

Program Area/Non-Program Space Description	Net St. Ft. Per Area	General Net to Gross St. Ft. Factor	Mechanical Net to Gross Sq. Ft. Factor	Total Gross Sq. Ft.
Program Area				
SEE FACILITIES Program for CASS Building				
Non-Program Space				
Totals =				

2.10 Is the Project consistent with the adopted Campus Master Plan

- Yes
- No

<p><i>[Include a statement, if needed, as to whether the proposed project is consistent with the adopted campus master plan and associated campus development agreement, which were prepared and adopted pursuant to section 240.155, F.S. If the proposed project is not consistent with the adopted campus master plan and/or the associated campus development agreement, include a description to how the campus master plan or campus development agreement must be amended in order to ensure consistency.]</i></p>	
<p>3.0 SITE PROGRAM</p>	
3.1	Master Planning Site Goals:
<p><i>This project involves the construction of a new facility for Student Affairs on the Main Campus of Florida A&M University. This project is listed as project number FF on the 2008 – 2015 Comprehensive Campus Master Plan Update. The project is also listed as number 4 on the Year 2010 – 2011 through 2012 – 2013 lists of Major PECO/Capital Improvement Plan and Legislative Budget Request. Furthermore, this project is consistent with the master utility plans for this area of campus, especially in considering the expansion and connection to the University's 15 KV electrical and central chilled water systems.</i></p>	
3.2	Existing Conditions:
<p>N/A</p>	
3.3	Existing Conditions – Project Site:
<p>N/A</p>	
3.4	Transportation and Parking:
<p>N/A</p>	
3.5	Site Construction Needs:
<p><i>[Briefly identify key issues to consider during the construction of the project, including potential lay down/staging areas; contractor' parking needs, service access to the site; pedestrian, bicycle and vehicular movement around the site during construction. Identify any potential conflicts with neighboring facilities or other road closings during construction.]</i></p>	
<p>4.0 IMPACT ON UTILITIES</p>	
<p><input checked="" type="checkbox"/> Chilled Water:</p>	

<input checked="" type="checkbox"/>	Steam:	
<input checked="" type="checkbox"/>	Electrical:	
<input checked="" type="checkbox"/>	Potable Water	
<input checked="" type="checkbox"/>	Sanitary Sewer:	
<input checked="" type="checkbox"/>	Irrigation Water:	
<input checked="" type="checkbox"/>	Other:	
<i>[Use the "check box" to identify an impacted utility, and then describe the impact.]</i>		
5.0 INFORMATION TECHNOLOGY AND COMMUNICATION RESOURCE REQUIREMENTS		
<i>[Provide any information technology or communication resources required for this Project.]</i>		
6.0 SITE MAP AND FLOOR PLANS		
6.1	Site Map: Provide a site map, if applicable.	
6.2	Floor Plans: Provide a rough sketch of the floor plan, if applicable.	
7.0 MODIFICATION TO AGREEMENT OR DESIGN STANDARDS RELATED TO SERVICE OR DELIVERABLES FOR THIS AGREEMENT		
	Agreement Paragraph	
	Agreement Paragraph Description	
7.1	1.3	University Professional Services Guide and Design Standards Manual: The following items are not required from the Professional Services Guide:
		<i>[Due to the scope of work for this Agreement, what items need to be eliminated as requirement from the Professional Services Guide]</i>
7.2	1.3	University Design Standards Manual: The following items are not required from the Design Standards Manual:
7.3	2.3.2	Conceptual Schematic Design (CSD) Scope Clarification: The following items are not required for the Conceptual Schematic Design submittal.
		<i>[List only the items that WILL NOT be included in the Conceptual Schematic Design submittal from the list of items in the Design Submittal Requirements, PSG Exhibit 5.6]</i>
7.4	2.4.2	Advanced Schematic Design (ASD) Scope Clarification: The following items are not required for the Advanced Schematic Design submittal.
		<i>[List only the items that WILL NOT be included in the Advanced Schematic Design submittal from the list of items in the Design Submittal Requirements, PSG Exhibit 5.6]</i>
7.5	2.5.2	Design Development Phase Scope Clarification: The following items are not required for the Design Development submittal.
		<i>[List only the items that WILL NOT be included in the Design Development submittal from the list of items in the Design Submittal Requirements, PSG Exhibit 5.6]</i>

7.6	2.5.3	Life-Cycle Cost Analysis:	
			<i>[Identify if this scope of service is included in the project, and if so, where the fee for the work is documented in the Agreement]</i>
7.7	2..6.1	Phased Construction:	
			<i>[Describe any multiple phase needed for this Project]</i>
7.8	2.8.5	Minimum Site Visits Required: Design Professional shall visit the site _____ times per week. Each site visit shall be documented on <i>AIA Document G711-1972 Architect's Field Report (G711)</i> , and submitted to the FAMU PM.	
7.9	2.8.18	LEED Certification. The LEED Certification level is established at, <input type="checkbox"/> Certified level <input type="checkbox"/> Silver level <input type="checkbox"/> Gold level <input type="checkbox"/> Platinum level <input checked="" type="checkbox"/> NONE, no LEED certification	
7.10	2.8.17	As-Builts Document Requirements:	
			<i>[Define the level of As-Builts required for this Project]</i>
7.11	2.9.29	11 Month Warranty Inspection	
			<i>[Determine if the 11-Month Warranty inspection if needed for this project.]</i>
7.12	5.1.3	Construction Cost: The Construction Cost for this Project shall not exceed:	\$26,862,977.00
7.13	10.1.4	Mileage Rate: The mileage rate for authorized travel – based on State of Florida rates on the Effective Date of this Agreement.	N/A
		Lodging Rate: The maximum reimbursable rate for lodging in Tallahassee, Florida – based on General Services Administration (GSA) rates on the Effective Date of this Agreement. Reference www.gsa.gov/perdiem .	N/A
		Meals: The maximum reimbursable rates for meals (only paid when overnight travel is involved) – based on State of Florida rates on the Effective Date of this Agreement – are:	N/A
			N/A
			N/A
			N/A

EXHIBIT A
Attachment #2- PROJECT SCHEDULE

The Services shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the University. Said Project shall maintain schedule as provided below. If schedule is altered due to unforeseen delays, the Owner's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

Owner's Project Manager and Design Professional have negotiated the following schedule for the successful and timely completion of the project.

The date of Substantial Completion and Certificate of Final Inspection for the Work established by this Agreement shall be as documented on the following schedule.

Agreement Reference	PHASE	START	END
2.2	(PD) Pre-Design (Program Review)	11/6/2016	12/6/2016
	PD Review	12/6/2016	12/15/2016
2.3	(CSD) Concept Schematic Design	12/15/2016	2/22/2017
	CSD Review and CM Cost Estimate	2/22/2017	3/7/2016
2.4	(ASD) Advanced Schematic Design	3/7/2017	3/27/2017
	ASD Review and CM Cost Estimate	3/27/2017	4/13/2017
	ASHRAE Energy Model	-	-
2.5	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis	4/13/2017	5/15/2017
	DD Review and CM Cost Estimate	5/15/2017	5/30/2017
2.6	75% Construction Documents and Cost Report	5/30/2017	8/22/2017
	75% CDs Review and CM Cost Estimate	8/22/2017	9/15/2017
2.6.3	(FMP) 100% Construction Documents and Cost Report	9/15/2017	10/9/2017
	100% CDs Review (include State Fire Marshall) and CM GMP	10/9/2016	11/16/2017
	ASHRAE Energy Model	-	-
	Bidding and Buyout	TBD	
	Construction		
2.8.19	(SC) Substantial Completion with Deliverables	4/20/2019	5/20/2019
2.9.1	(FC) Final Completion with Deliverables	5/20/2019	6/20/2019

2.9.34	Certificate of Final Inspection	TBD	
2.9.2	(PO) Post Occupancy Inspection & Report	TBD	
	The contract period, in calendar days, for the Work from Notice to Proceed to Substantial Completion is:	TBD	Days
	The contract period, in calendar days, for the Work from Substantial Completion to Certificate of Final Inspection is:	TBD	Days

EXHIBIT A
Attachment #3
CONSULTANT’S PROJECT TEAM MEMBERS

Design Professional shall provide the **name**, **title**, and **responsibility** for each of their employees and their Consultant's employees proposed to complete the Scope of Work identified in this AGreement. Design Professional shall also provide the contact information for the Consultant's assigned to this Project.

<i>Name: Craig Allen</i>	<i>Title: Owner – Pinnacle Engineering</i>
<i>Responsibility: Principal in charge- MEP</i>	

<i>Name: Larry Simmons</i>	<i>Title: Sr. Mechanical Engineer Pinnacle Eng.</i>
<i>Responsibility: Mechanical/ Plumbing Engineer</i>	

<i>Name: Keith Fullmar</i>	<i>Title: Sr. Electrical Engineer – Pinnacle Eng.</i>
<i>Responsibility Electrical Engineer</i>	

<i>Name: Brindley Pieters</i>	<i>Title: Owner Brindely Pieters Engineering (BPA)</i>
<i>Responsibility: Principal in charge – civil & structural Engineer.</i>	

<i>Name: Peter Acel</i>	<i>Title: Structural Engineer – (BPA)</i>
<i>Responsibility: Structural Engineer</i>	

<i>Name: Randy Augat</i>	<i>Title: Sr. Project _(BPA)</i>
<i>Responsibility: Civil Engineering</i>	

<i>Name: Linda Hunkiar</i>	<i>Title: President – Bannerman Landscaping</i>
<i>Responsibility: Landscape Design</i>	

<i>Name: Mark Wilson</i>	<i>Title: Project Manager-Southern Earth Sciences</i>
<i>Responsibility: Geo-tech</i>	

<i>Name: Eric Wills</i>	<i>Title: Owner – Meridian Surveying</i>
<i>Responsibility: Surveying</i>	

<i>Name:</i>	<i>Title:</i>
<i>Responsibility:</i>	

<i>Name:</i>	<i>Title:</i>
<i>Responsibility:</i>	

<i>Name:</i>	<i>Title:</i>
<i>Responsibility:</i>	

EXHIBIT A
Attachment #4
REQUIREMENTS FOR SUBMITTALS TO OWNER

Phase		Full Size		Half Size		Project-Specific Requirements
			S&S		S&S	
2.2	Pre-Design Phase (PD)					
	Revised Facilities Program	3				Plus electronic copy on CD
2.3	Concept Schematic Design (CSD)	4		4		
2.3.1	CDS Construction Cost Estimate					3 copies
2.4	Advanced Schematic Design (ASD)	4		4		Plus 2 site plans w/footprint and tree removal plan
2.4.1	ASD Construction Cost Estimate					3 copies
	ASHRAE Energy Model	1				
2.5.2	Life Cycle Cost Analysis	3				
2.1.4	FAMU Committees Presentation - Schematic Review					Site plan w/footprint, tree removal plan, parking impact - electronic and/or mounted full-size.
2.5	Design Development Phase (DD)	4		4		Plus 2 site plans; 1 landscape set; exterior lighting plan
2.5.1	DD Construction Cost Report					3 copies
2.5.2	Life Cycle Cost Analysis	3				
2.1.4	FAMU Committees Presentation - DD Review					Site plan w/footprint, parking & jobsite management plan; 3D model; landscape plan; elevations and other renderings - electronic and /or mounted full-size
2.6	60% Construction Documents (CDs)	4		4		
2.6.1	75% CDs Construction Cost Report	1				1 copy, plus electronic copy of all input and output data
2.6	100% Construction Documents (CDs)	3	*	1		* see below
2.6.1	100% CDs Construction Cost Report					3 copies
	ASHRAE Energy Model	1				

2.7.2	Corrected/Conformance Document Set	3	*	2		* see below
	Addendums, Supplemental Instructions, RFIs	3	*	2		* only if completely new sheets issued
2.8.17	Record drawings & specifications (As-Builts)	1				Original "red lined" set and corrected AutoCAD files on recorded CD or DVD.

	CDS	ASD	DD	75% CDs	100% CDs	CBDs
FP&C	1 set	1 half	1 half	1 half	1 half	1 full
User Group	2 sets	1 full 1 half	1 full 1 half	1 full 1 half	1 full 1 half	1 full
POM	2 sets	1 full 1 half	1 full 1 half	1 full 1 half	1 full 1 half	1 full
EH&S/ADA	1 set	1 full`	1 full	1 full	1 full (no permit) 2 full S&S (w/permit)	2 full S&S
SFM (via EH&S)	-	-	-	-	1 S&S specs + 2 full S&S drawings	Varies; see BCA
IT	1 set	1 half	1 half	1half	1 half	1 half
Cx Consultant	CD-ROM	CD-ROM	CD-ROM	CD-ROM	CD-ROM	CD-ROM
Trans & Parking	Site plan	Site plan	Site plan	Site plan	Site plan	-
FAMUPD	Site plan	Site plan	Site plan	Site plan Ext, lighting	Site plan Ext. lighting	-

EXHIBIT A
Attachment #5
SCHEDULE OF PAYMENTS

PP#	PHASE	Fee %	Fee
2.2	(PD) Pre-Design	-	-
2.3	(CSD) Concept Schematic Design	5%	\$81,386
2.4	(ASD) Advanced Schematic Design	10%	\$162,771
	ASHRAE Energy Model – N/A		
2.5	(DD) Design Development Phase	15%	\$244,157
2.5.2	Life-Cycle Cost Analysis and Report - N/A		
2.6	75% Construction Documents	20%	\$325,543
2.6	(100% CDs) 100% Construction Documents	25%	\$406,931.50
	Life-Cycle Cost Analysis and Report		
2.7	(B/N) Bidding or Negotiation Phase	5%	\$81,385.90
2..7.3	(CCD) Corrected/Conformance Document Set- N/A		
2.8	(CA) Construction Phase Administration of the Construction Contract	20%	\$320,543.60
2.8.19	(SC) Substantial Completion Deliverables	-	-
2.9.1	(FC) Final Completion Deliverables	-	-
	ASHRAE Energy Model – N/A		
2.9.2	(PO) Post Occupancy Inspection & Report	-	\$5,000
	Sub-Total Fees (Lump Sum)	100%	\$1,627,718.00
10.1	Not-To-Exceed Allowances for Reimbursable Expenses	0	
	Total Basic Service Fees	100%	*\$1,627,718.00

***Base fee only additional services will be invoiced as completed – See Attached Proposal dated 1/20/2017**

1. Fee % indicates proportion of lump sum items to the Sub-Total.
2. A portion of CDS fee may be distributed to pre-design (PD) phase site investigations, program reviews and as-built surveys.
3. Bidding/Negotiation Phase fees will be paid in increments based on actual bid packages. These bid packages will be developed after the Project has progressed, and the payment schedule for Bidding/Negotiation Phase fees will be determined at that time.

4. Construction Administration Phase payments to be paid in monthly increments in proportion to payments made to Construction Manager.
5. Identify and document if Additional Service items were negotiated during initial contract negotiations for this Project.
6. Identify the scope of design items that the Design Professional intends to delegate design responsibilities to the Construction Manager. Design Professional shall not delegate any design responsibilities to the Construction Manager without the written approval and consent of Owner.

EXHIBIT A
Attachment #6
TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between Florida A&M University Board of Trustees and [Design Professional], dated _____, 20____, are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20____.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared **David Vincent** of **JRA Architects, Inc. (Sr. VP)** who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2017

By: _____ [name of affiant].

He/she is personally known to me _____ ; or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION

SEAL/NUMBER:

**EXHIBIT B
ADDITIONAL SERVICES RATES**

Architect	
Principal Architects	\$150.00
Registered Architects	\$120.00
Intern Architects	\$90.00
CAD Technician	\$65.00
Clerical Support	\$35.00
	\$
	\$
MEP Engineer	
Principal Engineers	\$150.00
Registered Engineers	\$120.00
Intern Engineers	\$90.00
CAD Technician	\$65.00
Clerical Support	\$35.00
	\$
	\$
Other Design Professional Consultants	
Principal Engineers	\$150.00
Registered Engineers	\$120.00
Intern Engineers	\$90.00
CAD Technician	\$65.00
Clerical Support	\$35.00
	\$
	\$
Other Consultants	
	\$
	\$
	\$
	\$
	\$
	\$



JRA Architects, Inc.

January 20, 2017

Craig Talton, Director
Facilities Planning and Construction
Florida A&M University
2400 Wahnish Way
Tallahassee, Florida 32307-6400

**RE: ADDITIONAL SERVICES FEE PROPOSAL
FLORIDA A&M UNVIERSITY
STUDENT AFFAIRS CENTER FOR ACCESS AND STUDENT SUCCESS
JRA # 15749 C/AC**

Dear Craig,

As a result of the January 17, 2017 Board of Trustees Meeting, JRA is submitting our fee proposal for moving the building site from the original McQuinn/Diamond location to the parking lot adjacent to Gaither Gym.

Our proposal is as follows:

Proposed Construction Budget:

\$26,862,977

Base Fee:

From State Fee Curve – Group “D” Average Complexity at 6.06% \$1,627,718.00

Additional Services:

- ASA #1 Survey New Site \$9,500.00
- ASA #2 Civil Services \$52,917.00
- ASA #3 Subsoil Investigation Services \$26,550.00
- ASA #4 Fire Sprinkler \$40,000.00
- ASA #5 Energy Calculations \$7,500.00
- ASA #6 IT/Security \$25,000.00
- ASA #7 Landscape Design \$8,855.00
- ASA #8 Threshold Inspection \$77,000.00
- ASA #9 Smoke Evacuation System \$18,000.00

Total Fees \$1,893,040.00



Additional Services to include full time Project Representative, upgrade of Campus or City Utilities, LEED Certification (and Design), Roof Inspections and As-Builts are not included in the above Basic Services. These Additional Services may be negotiated and authorized by the University at a later date when actual Schedules and Personnel are known. JRA is also proposing that all Environmental Permitting, if required, be performed on an hourly basis.

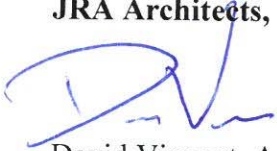
Design Schedule:

Conceptual Schematics	30 Days
Advanced Schematics	30 Days
Design Development	45 Days
75% Construction Documents	90 Days
100% Construction Documents	45 Days

We look forward to a very successful Project with FAMU. Please call me if you have any questions.

Sincerely

JRA Architects, Inc.



David Vincent, AIA
Senior Vice President

Cc: File
Jim Roberson



JRA Architects, Inc.

