

FLORIDA POLYTECHNIC UNIVERSITY

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

This Agreement between Owner and Professional (the "Agreement") is made and entered into this day of Month,

Year, by and between The Florida Polytechnic University Board of Trustees ("Owner") and Hellmuth, Obata & Kassalbaum, Inc., (Address of A/E Firm), and Federal I.D. No. 43-1723985 ("Professional"), which is authorized to do business in Florida.

WITNESSETH:

WHEREAS, Owner solicited statements of qualifications from interested Professionals for the design of the project described on Exhibit A (the "Project"); and

WHEREAS, based on Professional's interview, Professional's qualifications statement and related submissions, Owner has selected Professional for the Project; and

WHEREAS, Owner and Professional desire to enter into 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 Professional's services consist of those services performed by the Professional, Professional's employees and Professional's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.2 Project Schedule / Time of the Essence. The 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 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 the Project's design schedule set forth on Exhibit B, subject to delays in the schedule not the fault of Professional or its consultants. The 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 building projects of the type and scope contemplated by the Owner's Facilities Program for the Project.

1.3 Project Team. The Professional shall use the Project Team (including any consultants) as designated in Exhibit C. The Professional shall not remove or replace any members of the Project Team, except upon approval by the Owner in writing based upon good cause shown. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Professional shall promptly replace such team member with an individual approved by Owner, in writing, which approval will not be unreasonably withheld.

1.4 Preparation / Sufficiency of Site. The 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 the survey, including the location 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 pertinent Project dates and programming needs, including the Project design schedule, (v) review and analyze all Project geotechnical, Hazardous Substances (hereinafter defined), structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations; 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 Professional shall also review all as-built and record drawings, plans

and specifications of which 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.

1.5 Coordination with CM / Contract for Construction. The Professional shall perform its services in conjunction, and coordination, with the services to be performed by the Construction Manager to be engaged by Owner **but shall not be responsible for Construction Manager or its performance.** For the Professional's information, the Contract for Construction is defined in the Owner's Agreement for Construction Management Services.

1.6 Cooperation. 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 Correction of Errors & Omissions. The Professional shall, at no additional cost to the Owner, **with reasonable promptness immediately** make additions, changes and corrections to any documents prepared by Professional necessitated by errors and omissions in the Professional's performance of its services.

1.8 Professional Standards. The Professional shall furnish professional services in accordance with professional standards **of care** currently practiced by Professional firms on projects similar in size, complexity and cost to the Project.

1.9 Commissioning. The 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, to meet the requirements of Chapter 255.253 (7), Florida Statutes.

ARTICLE 2 SCOPE OF PROFESSIONAL'S BASIC SERVICES

2.1 General

2.1.1 The Professional's Basic Services consist of those described in this Article 2 and as described on **Exhibit C**, the Schedule of Services and Consultants. The Professional shall be responsible for all services performed by the Professional's consultants and shall require that the work of its consultants complies with all of the requirements of this Agreement. Owner is an intended third party beneficiary of Professional's contracts with such consultants and the contracts between the Professional and such consultants shall so provide. Furthermore, the Professional's contracts with its consultants shall require that in the event of default under, or termination of, this Agreement, and upon request of Owner, the Professional's consultants will perform services for the Owner.

2.1.2 The Professional shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, the Florida Polytechnic Professional Services Guide, Owner's policies and project management guides and any other guidelines described on **Exhibit D**. In addition, the Professional's design shall comply with applicable building codes, accessibility laws and regulations, Florida Polytechnic Campus Design and Construction Standards, Florida Polytechnic Telecommunications Standards, and other standards of Owner in effect at the time of the design work. To the extent Owner's standards are higher than applicable legal requirements, such standards shall be met unless Professional obtains a variance from Owner in writing.

The design and construction drawings shall be developed using AutoCAD or Building Information Modeling (BIM) software – latest Florida Polytechnic approved version. See **Exhibit A**.

2.1.3 During the design phases, 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 Review Committees 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 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, "fly-through" digitized renderings, and architectural details as needed. At such presentation the Professional shall also address all issues and concerns previously identified but not yet addressed by the Professional to the University Review Committees' satisfaction.

2.1.4 In accordance with Owner's policies and the Professional Services Guide, the 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.

2.1.5 The 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.

2.1.6 Professional shall provide data, calculations, and other information as needed to assist owner with its application for energy rebates.

2.2 Pre-Design Phase (PD)

2.2.1 The Professional shall meet with the Owner to ascertain the requirements of the Project. The approved Facilities Program shall serve as the basic planning document for the development of plans and specifications.

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

2.2.5 When the Professional makes submittals to the Owner or others as described in this Article 2, the Professional shall comply with the requirements for such submittals set forth on **Exhibit E**.

2.3 Concept Schematic Design (CSD)

2.3.1 Based on the approved Facilities Program, schedule and construction budget requirements, the Professional shall prepare several alternative design solutions. The 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 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. The 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 Professional, the Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.4 Advanced Schematic Design (ASD)

2.4.1 Based upon the approved Conceptual Schematic Design studies, the 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 Professional shall submit to the Owner and Construction Manager a preliminary estimate of Construction Cost 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 Professional, the Professional shall, if requested by Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.5 Design Development Phase

2.5.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the 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 Professional shall submit the Design Development Documents, together with the Construction Cost Estimate Report 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 Professional, the 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 A life-cycle cost computer analysis in accord with Chapter 255.253 (3), Florida Statutes is authorized by Owner under **Exhibit C**, the necessary documentation will be submitted with the Design Development Documents and such submittals shall comply with **Exhibit E**. The 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 Professional shall discuss the energy-saving schemes proposed for the Project with the Owner's project manager. When an agreement has been reached, the Professional shall document the approved energy-saving schemes and obtain the written concurrence of the Owner's project manager. The 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 = 40 years.

2.6 Construction Documents Phase

2.6.1 Based on the approved 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 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 60% stage and when 100%. In the event Owner elects to fast-track the design of certain portions of the Project, Professional shall only submit 100% Construction Documents for such fast-tracked portions (such portions being described on **Exhibit A** and hereinafter referred to as "Phase 1"), and 60% 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 Professional shall submit its Construction Cost Estimate Reports to Owner at the same time as it submits 60% Construction Documents. Upon receipt of 60% Construction Documents, the Construction Manager shall provide its cost report to the Owner for review and comparison to the Professional's Construction Cost Estimate Report. Upon receipt of the Owner's approval of 60% Construction Documents, if any, the 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 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 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 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 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 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 Professional shall review and analyze such assumptions, and shall submit a written analysis of them to the Owner, pointing out any that, in the 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 Professional of the issues raised in such written analysis, the 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 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.

2.7 Bidding or Negotiation Phase

2.7.1 The 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.

2.7.2 The 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.

2.8 Construction Phase Administration of the Construction Contract

2.8.1 The 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).

2.8.2 The Professional shall carry out its Construction Administration services as set forth below and in the Florida Polytechnic 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.

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

2.8.4 The 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 Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

2.8.5 The Professional shall attend regularly 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 Professional shall visit the site the minimum number of times required on **Exhibit A**, or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and 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 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 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.

2.8.6 The 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. The 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 Professional shall not have control over or charge of acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

2.8.8 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 Professional. Communications by and with the Professional's consultants shall be through the Professional.

2.8.9 Based on the Professional's observations and evaluations of the Construction Manager's Applications for Payment, the Professional shall review and certify the amounts due the Construction Manager. The Professional's certification for payment shall constitute a representation to the Owner, based on the 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 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 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.

2.8.10 The Professional shall reject Work which does not conform to the construction documents. Whenever the Professional considers it necessary or advisable for implementation of the intent of the construction documents, the 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 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 Professional to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.8.11 The Professional shall review, approve, reject or take other appropriate action upon Construction Manager's inquiries and submittals, such as shop drawings, product data and samples. The Professional shall not approve any such submittals unless such submittals conform with (i) the Facilities Program and Basis of Design; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the

Florida Polytechnic Campus Design and Construction Standards; and (v) governing codes and authorities having jurisdiction. In the event the Florida Polytechnic Campus Design and Construction Standards exceed applicable legal requirements, those Florida Polytechnic Campus Standards shall govern. The 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.

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

2.8.13 The Professional shall conduct inspections 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.

2.8.14 The Professional shall interpret and decide 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 Professional's response to such request shall be made within 15 (fifteen) calendar days of receipt of such a request.

2.8.15 Interpretations and decisions of the 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 Professional shall endeavor to secure faithful performance by both Owner and Construction Manager and shall not show partiality to either.

2.8.16 The 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.

2.8.17 The Professional shall prepare AutoCad "record drawings" from field noted "as built" prints at Project completion in accordance with the requirements set forth on **Exhibit E**. 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.

2.8.18 The 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 on **Exhibit A**.

2.8.19 The Professional shall perform all of its required services relating to Substantial Completion and Final Completion in accordance with Florida Polytechnic policies and procedures.

2.9 Post Occupancy Phase

2.9.1 The Professional shall perform all of its required services relating to final completion of construction deliverables in accordance with the Florida [Polytechnic](#) Professional Services Guide.

2.9.2 The Professional shall respond to Owner's requests to review design and construction issues during the construction warranty period; coordinate and participate in the end of the warranty period inspection in accordance with the Florida Polytechnic 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 If the services described in this Article 3 are not specifically included in Basic Services or reasonably inferable there from, they 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 ~~and Professional~~ prior to their performance.

3.1.2 Notwithstanding anything to the contrary herein, Professional shall not be entitled to additional compensation if the additional services are due to defective construction documents, errors or omissions by the Professional or its consultants, ~~but only to the extent such fault is attributable to or are otherwise necessitated by the fault of~~ the Professional or its consultants.

3.1.3 For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of the Professional other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Professional may request a mark-up not to exceed six percent (6%) on the consultant's fee to cover the 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 Professional's staff costs associated therewith shall be based on the hourly rates set forth on **Exhibit F**.

3.1.5 If Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Professional's fees, such services are described on **Exhibit C** and compensation for such services is included in the schedule set forth on **Exhibit G**. For purposes of this Agreement, such services constitute Basic Services.

3.2 Services Considered Additional Services

3.2.1 Construction phase representation at the Project site more extensive than that described in Subparagraph 2.8.5.

3.2.2 Making revisions in Drawings, Specifications or other documents but if, and only if, such revisions are:

3.2.2.1 Inconsistent with approvals or instructions previously given by the Owner; or

3.2.2.2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably foreseeable at the time of the preparation of such documents.

3.2.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity and the Owner's schedule.

3.2.4 Preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders which require design or redesign, and which are not required to correct the Construction Documents or which are not due to oversights of the Professional.

3.2.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.6 Providing services made necessary by the default of the Construction Manager, by major defects or deficiencies in the Work of the Construction Manager, or by failure of performance of either the Owner or Construction Manager under the Construction Manager's Agreement.

- 3.2.7 Providing services in connection with a public hearing or legal proceeding except where the Professional is party thereto.
- 3.2.8 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early civil bid packages in support of fast-track construction delivery process.
- 3.2.9 Programming the requirements of the Project.
- 3.2.10 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.2.11 Providing ~~special~~ surveys not included in original scope, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.2.12 Providing services relative to future facilities, systems and equipment, when not specifically included in the original Facilities Program for the Project.
- 3.2.13 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 3.2.14 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.2.15 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.2.16 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.2.17 Preparing laminated reproducible record drawings and AutoCad files in digital format.
- 3.2.18 Providing services after issuance by the Owner of the final payment to the Construction Manager, except those services described in paragraph 2.9 which may be provided after final payment to the Construction Manager.
- 3.2.19 Providing services of consultants in addition to those described on **Exhibit C**.
- 3.2.20 Preparing data, making the input, and running energy modeling and/or life-cycle cost analysis programs.
- 3.2.21 Providing site surveys, ~~geotechnical testing services~~ or other special tests.
- 3.2.22 Providing special inspection on threshold buildings as defined in Chapter 553, Florida Statutes.
- 3.2.23 Providing prolonged contract administration and construction observation should the construction time specified for final completion be exceeded by more than 60 days due to no fault of the Professional.
- 3.2.24 Providing services relating to LEED certification if such services are in addition to services otherwise being provided and are required solely for the LEED certification.
- 3.2.25 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

4.2 Project Budget. The Owner shall establish and update 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, or a Florida licensed Architect - Project Manager. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.

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

4.5 Property Survey. If required, the Owner shall furnish, or direct the 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 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 Professional recommendations. Professional will engage a geotechnical engineer as a subconsultant to provide the necessary geotechnical information for the Project. The geotechnical engineer is specified on Exhibit C and compensation is included in the fees set forth in Exhibit G. s.

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 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 Professional of any of its responsibilities. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract for Construction.

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 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 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 Professional and 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 on **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 Professional, represent the Professional's best judgment as a design professional familiar with the construction industry. It is also recognized, however, that neither the 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 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 Professional.

5.2.2 Construction cost estimating shall be the responsibility of the Construction Manager. The 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 Professional shall also furnish Construction Cost Estimate Reports as set forth in Article 2. The Professional and Construction Manager shall work together to reconcile any material differences in their respective estimates. Drawings and specifications produced by the 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 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 The Drawings, specifications and other documents prepared by the Professional for this Project are instruments of the Professional's service for use solely with respect to this Project, except as may be expressly permitted herein. The Professional shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including electronic format and reproducible copies, of the Professional's Drawings, specifications and other documents and may use the same, without compensation to the Professional, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner's campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Professional's Drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by the Professional and as otherwise permitted by Florida law.

6.2 The Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Professional's promotional and Professional materials. The 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 American Arbitration Association Construction Industry Mediation Rules currently in effect. Either party may file a written request for mediation with the American Arbitration Association and serve a copy on the other party. 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 venue shall be held in Polk 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 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 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 Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the 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 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 Professional for Default. If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the 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.

8.3 Termination by Owner for Convenience. The Owner may at any time give written notice to the Professional terminating this Agreement or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the Professional shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

8.4 Termination Compensation. If the Agreement is terminated by the Owner pursuant to Paragraph 8.1, no further payment shall be made to the Professional until completion of the Project. At such time, the Professional's compensation shall, at Owner's option, be calculated; (i) on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Professional. If the Agreement is (i) terminated by the Professional pursuant to Paragraph 8.2; (ii) terminated by the Owner pursuant to Paragraph 8.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Paragraph 8.3, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

ARTICLE 9 PERIOD OF SERVICE

9.1 The Professional's Basic Services shall be performed in compliance with the Project schedule attached hereto as **Exhibit B**, as the same may be amended by agreement of the Owner and the Professional, in writing, subject to delays not the fault of the 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, 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 Professional as compensation for the Professional's services:

10.1.1 For the Basic Services described in Article 2 and on Exhibit C, the lump sum amount set forth on Exhibit G.

10.1.2 For Additional Services defined in Article 3 to be paid as a lump sum, the lump sum prescribed in the Additional Services Authorization.

10.1.3 For Additional Services defined in Article 3 to be a not-to-exceed amount, the actual costs for such services, which shall be equal or less than the not-to-exceed amount prescribed in the Additional Services Authorization.

10.1.4 For the following reimbursable expenses as authorized by this Agreement in Exhibit G 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. See Exhibit A.

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

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 Professional shall submit an Application for Payment upon completion of the milestones described on Exhibit G, 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 Polytechnic 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 (863) 583-9050.

10.5 Accounting records of the Professional's and any consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no additional cost to the Owner. Owner may, upon reasonable notice, audit the records of the Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to 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 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 Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

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 laws provisions and venue shall lie in the courts in Polk 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 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 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 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 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 Professional. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of the Professional's contracts with its consultants, if any.

11.6 No Contingency Fee. The Professional represents and warrants that the Professional has not employed or retained any entity or person (other than a bona fide employee working solely for the Professional) to solicit or secure this Agreement, and that the Professional has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the 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 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 Professional or its consultants in conjunction with this Agreement.

11.8 Hazardous Substances. Unless otherwise provided in this Agreement, the 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 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 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 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 in connection with this Project 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. 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 - / V I A X V~~. 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 Professional and the consultants identified in **Exhibit A** 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 three years following completion of all operations to be performed. The policy or policies shall have a limit of liability not less than the amount set forth in **Exhibit A**. 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 Professional shall make every effort, and cause its consultants to make every effort, to maintain similar insurance for at least three (3) years following Project completion. If the insurance is terminated for any reason, the 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 Professional shall carry policies covering General Liability (\$25 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 thereunder reduced before the expiration date thereof. 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 Florida Polytechnic University Board of Trustees and the Florida Board of Governors shall be named as additional insureds on General and Auto Liability policies.

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 Professional or consultant providing such insurance. Professional and its consultants shall reveal the amount of such deductibles, if any, for each policy.

11.11.4 Professional shall provide ~~Certificates of Insurance copies for~~ 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.

Commented [PM1]: HOK views its global ins. policy to contain proprietary and confidential information. HOK will evidence its contractual obligations re: insurance in a Certificate of Insurance. In the event a Sunshine Law request is made, HOK will comply as required by law or ruling.

11.12 Waiver of Certain Claims, Damages. The Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any 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 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 Professional and other persons employed or utilized by the Professional, including its consultants, in the performance of the Agreement.

11.15 Modifications. Additional modifications to this Agreement are set forth on **Exhibit H**.

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

[Signatures on Following Page]

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

FOR THE PROFESSIONAL:

ATTEST: HELLMUTH, OBATA & KASSABAUM, INC. Name of Firm

(NAME, TITLE AND CORPORATE SEAL) BY: _____
NAME, TITLE:

AS WITNESSED BY: _____
DATE: _____

FOR THE OWNER:

**FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES**

AS WITNESSED BY: _____
BY: _____
Randy K. Avent, President
Florida Polytechnic
University

By: _____ DATE: _____
David O'Brien, Director of Procurement

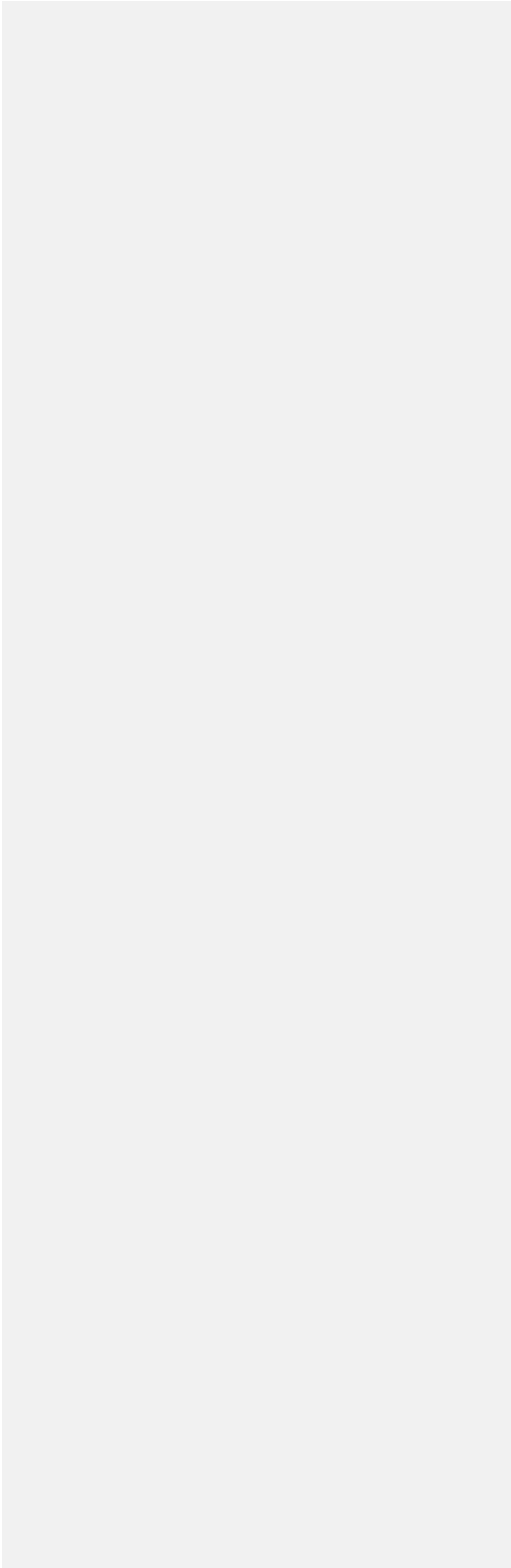
DATE: _____

APPROVED AS TO FORM AND LEGALITY APPROVED

By: _____ BY: _____
Office of the General Counsel David C. Calhoun, Director Campus
Florida Polytechnic University Development and Facilities
Florida Polytechnic University

DATE: _____ DATE: _____

1





August 23, 2017

Mr. David O'Brien
Director of Procurement
Florida Polytechnic University
4700 Research Way
Lakeland, FL 33805-8531

**RE: Florida Polytechnic University
Applied Research Center – Fee Proposal**

Dear David:

HOK is very excited to have been selected as the architect for the proposed Applied Research Center project. This project will be an important contribution to the advancing the academic capabilities of FPU and the campus learning environment.

Thank you for work session on August 10st to review the fee proposal that HOK had provided. At this meeting we confirmed that the agreement wording had been accepted. This letter is to forward HOK's updated professional fee proposal for the ARC design services.

To provide context to the design approach, HOK has included an updated Proposed Design Services Schedule. This schedule outlines the proposed time periods for various phases of the design team activities, which includes FPU review periods for the various submissions. Also included in the schedule are proposed Executive Leadership Progress presentations, User meetings and descriptions of the deliverables proposed at each phase.

I have also included a Proposed Design Process Organization chart. HOK proposes that FPU Facilities, Design and Construction management of the project include an Executive Leadership Group and various User Group representatives. HOK will be responsible for leading the decision issue management to support finalization of the program and design acceptance. FPU will utilize the User Groups to provide input to the functional requirements, and the Executive Committee to approve the design progress at the various phases.

The schedule sequences the phases with formal review periods so that the construction documents are completed to allow construction to commence Fall 2019. Also included is an Early Release Package concurrent with Design Development Phase activities that



allows FPU to commit to “initiating construction”. The timing of the ERP can be adjusted to an appropriate date with CM input.

HOK Fee Proposal Summary of proposed professional fees/services necessary for this project is summarized as follows:

Basic Services (Arch/MEP/Structural)	\$ 1,874,670	6.34%
Other Basic Design Services	\$ 293,175	0.89%
Additional Services	\$ 544,950	1.82%
Total	\$ 2,712,795	9.04%

Per your request, I have also drafted various Exhibits to the Agreement. Following the letter and proposed fee summary are Exhibit B (updated), Exhibit C, Exhibit F and Exhibit G (updated). Please review these documents for inclusion into the final contract. Please review and comment regarding this proposal. HOK looks forward to meeting with you to review this information to finalizing our agreement and initiating the programming activities.

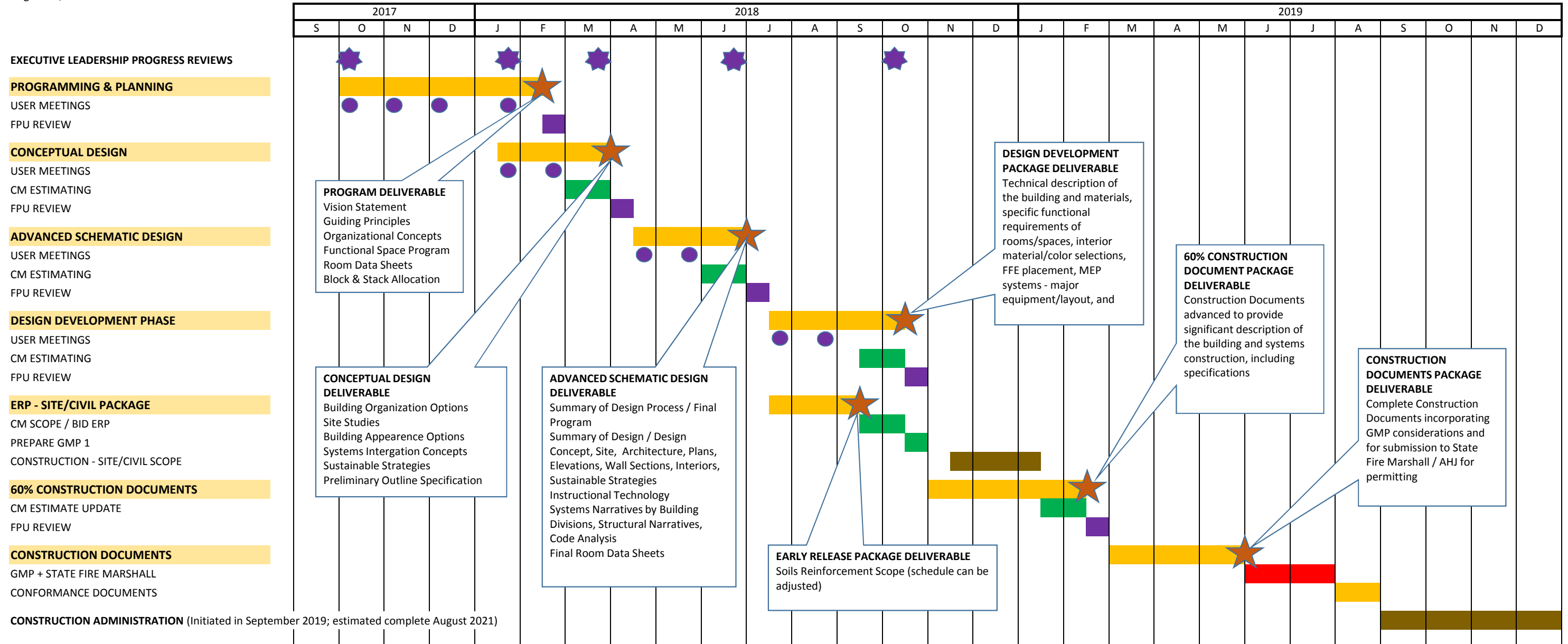
Sincerely,

Tom E. Thomas, AIA
Senior Vice President

Cc: Mandy Weitknecht

HOK PROPOSED DESIGN ACTIVITY SCHEDULE

August 22, 2017



PROGRAM DELIVERABLE
Vision Statement
Guiding Principles
Organizational Concepts
Functional Space Program
Room Data Sheets
Block & Stack Allocation

CONCEPTUAL DESIGN DELIVERABLE
Building Organization Options
Site Studies
Building Appearance Options
Systems Intergration Concepts
Sustainable Strategies
Preliminary Outline Specification

ADVANCED SCHEMATIC DESIGN DELIVERABLE
Summary of Design Process / Final Program
Summary of Design / Design
Concept, Site, Architecture, Plans, Elevations, Wall Sections, Interiors, Sustainable Strategies
Instructional Technology
Systems Narratives by Building Divisions, Structural Narratives, Code Analysis
Final Room Data Sheets

EARLY RELEASE PACKAGE DELIVERABLE
Soils Reinforcement Scope (schedule can be adjusted)

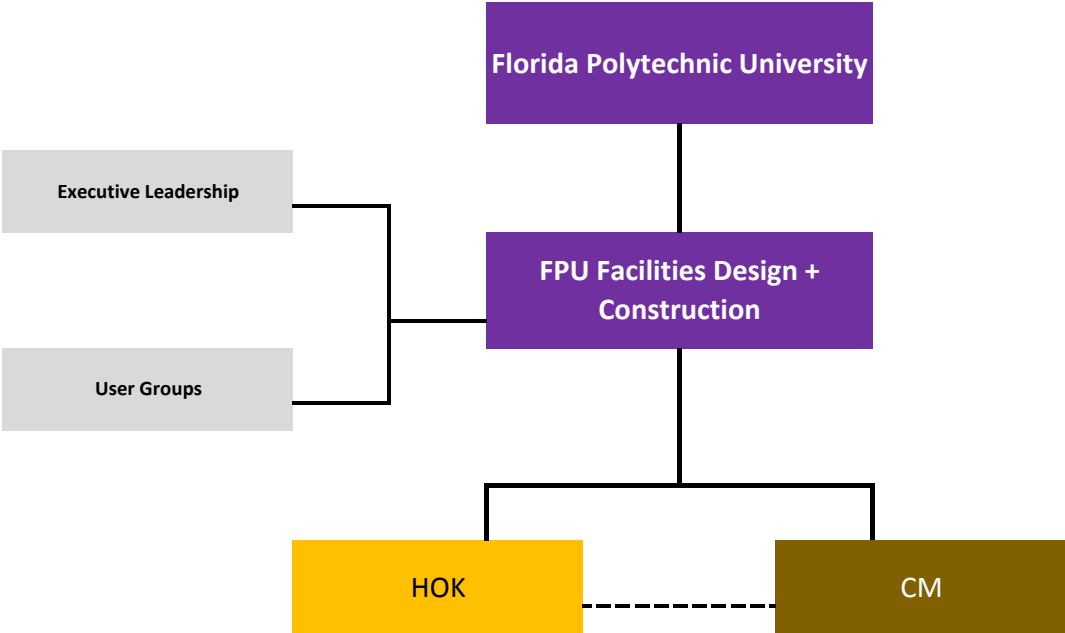
DESIGN DEVELOPMENT PACKAGE DELIVERABLE
Technical description of the building and materials, specific functional requirements of rooms/spaces, interior material/color selections, FFE placement, MEP systems - major equipment/layout, and

60% CONSTRUCTION DOCUMENT PACKAGE DELIVERABLE
Construction Documents advanced to provide significant description of the building and systems construction, including specifications

CONSTRUCTION DOCUMENTS PACKAGE DELIVERABLE
Complete Construction Documents incorporating GMP considerations and for submission to State Fire Marshall / AHJ for permitting

Florida Polytechnic University
Applied Research Center

PROPOSED DESIGN PROCESS ORGANIZATION



August 22, 2017
HOK FEE PROPOSAL SUMMARY
FPU APPLIED RESEARCH CENTER
LAKELAND, FLORIDA

PROJECT SCOPE	GSF	Cost/SF	COST
Building Space	85,000	\$347.65	\$29,550,000
Site			\$450,000
Total Construction Cost			\$30,000,000

BASIC SERVICES ARCH / STRUCTURAL / MEP-FP			
Scope			Fee
Building	\$29,550,000.00	6.34%	\$1,874,670
	Architecture	\$ 1,086,310	
	MEP/FP	\$ 608,360	
	Structural	\$ 180,000	
	Civil Engineering		\$60,350
	Landscape Architecture / Hardscape		\$48,000
	BISC / Security		\$63,825
	Renderings		\$25,000
	AV		\$96,000
BASIC SERVICES TOTAL			\$2,167,845

Based on the DMS Curve "B" Complexity
Basic Services inc. 132 site visits

5 renderings / updated interview model

FEE SUMMARY		FEE	%
A. BASIC FEE		\$2,167,845	7.23%
B. ADDITIONAL SERVICES		\$544,950	1.82%
	Topo Survey of Building Site	\$4,100	
	Geotechnical Testing	\$15,000	
	Radon	\$15,000	
	LCCA Analysis	\$13,050	
	Energy Model	\$32,400	
	LEED Certification (Silver)	\$42,500	
	Acoustics	\$12,000	
	Furniture	\$52,700	
	Programming	\$200,000	
	Lab and Cleanroom Design	\$61,500	
	Additional 66 Design Team Site Visits	\$79,200	
	Early Foundation Package	\$17,500	
TOTAL		\$2,712,795	9.04%

8/22/2017 Updated
HOK FEE PROPOSAL SUMMARY
FPU APPLIED RESEARCH CENTER
LAKELAND, FLORIDA

EXHIBIT B
PROJECT DESIGN SCHEDULE

PP#	PHASE	START	END
2.2	(PD) Pre-Design PD Review	Oct 1 - 17 Febr 15 - 18	Febr 15 - 18 Mar 1 - 18
2.3	(CSD) Concept Schematic design CSD Review and CM Cost Estimate	Jan 15 - 18 Apr 1 - 18	Apr 1 - 18 Apr 15 - 18
2.4	(ASD) Advanced Schematic Design ASD Review and CM Cost Estimate Life Cycle Cost Analysis	Apr 15 - 18 July 1 - 18	July 1 - 18 July 15 - 18
2.5	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis DD Review and CM Cost Estimate	July 15 - 18 Oct 15 - 18	Oct 15 - 18 Nov 1 - 18
2.5.1	Early Release Package (Schedule to be adjusted based on coordination with FPU)	July 15 - 18	Sept 15 - 18
2.6	60% Construction Documents and Cost report 60% CDs Review and CM Cost Estimate	Oct 15 - 18 Febr 15 - 19	Jan 30 - 19 Febr 29 - 19
2.6.1	(GMP) 100% CDs Early Bid Package 100% Site CDs Review (inc. state Fire Marshall) and CM GMP ASHRAE Energy Model	Mar 1 - 19 June 1 - 19	May 30 - 19 July 30 - 19
2.7.3	(CCD) Corrected/Conformance Document Set	Aug 1 - 19	Aug 30 - 19
2.8	Construction Phase	Sept 1 - 19	April 30 - 21 (est.)
2.8.19	(SC) Substantial Completion Deliverables	May 1- 21	June 30 - 21
2.9.1	(FC) Final Completion Deliverables	July 1- 21	July 30 - 21
2.9.2	(PO) Post Occupancy Inspection & Report	May 1 - 22	May 30 - 22

August 2, 2017
HOK FEE PROPOSAL SUMMARY
FPU APPLIED RESEARCH CENTER
LAKELAND, FLORIDA

EXHIBIT C
SCHEDULE OF SERVICES AND CONSULTANTS

(THIS SCHEDULE LISTS SERVICES INCLUDED IN THE LUMP SUM FEE INITIALLY BASED ON THE FPC DESIGN SERVICES FEE CURVE AND INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH ON EXHIBIT G)

	SERVICES	CONSULTANTS
YES	Architectural Design	HOK
YES	Civil Engineering	C&S
YES	Landscape Architecture	L.A. Design, PA
YES	Structural Engineering	WPMoore
YES	Mechanical Engineering	AEI
YES	Electrical Engineering	AEI
YES	Plumbing Engineering	AEI
YES	Fire Protection Engineering	AEI
YES	BISCI Communication Distribution Designer	AEI
NO	Cost Estimating & Report	by CM
YES	Renderings/Models/Animations	HOK
YES	Audio-Visual Systems Integration & Design	Wave Guide
YES	Security Systems Integration & Design	AEI

(THIS SCHEDULE LISTS OTHER SERVICES TO BE INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH ON EXHIBIT G)

	SERVICES	CONSULTANTS
YES	Topographic Survey	C&S
YES	Geotechnical Survey	C&S Consultant
YES	Radon Survey (inc. evacuation system design)	C&S Consultant
NO	Existing Conditions Survey	
NO	Threshold Inspection	
NO	Detailed Cost Estimating	
NO	Historic Research & Explorative Testing	
NO	Hazardous Materials Survey / Work Plan	
YES	Life-Cycle Cost Analysis	AEI
YES	Energy Model	AEI
YES	Acoustics Consultation	Sebein Associates
YES	Furniture Design and Selection	HOK
NO	Fast-track Design (early site package)	
YES	Additional Design Team Site Visits	Basic Service Consultants
NO	HVAC Commissioning	
NO	IEQ/IAQ Commissioning	
NO	Building Envelope Commissioning (inc. Roof)	
YES	Programming, Site Selection, benchmarking	HOK
YES	Lab and Cleanroom Design	HOK
NO	Process Engineering and "Fit-Out"	
NO	Vibration Analysis	
NO	Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Analysis	
NO	Cleanroom Certification	
NO	Validation	
YES	LEED Certification (inc. registration/review fee)	HOK

August 2, 2017
HOK FEE PROPOSAL SUMMARY
FPU APPLIED RESEARCH CENTER
LAKELAND, FLORIDA

EXHIBIT F
ADDITIONAL SERVICES RATES

Architect

Principal Architect	\$300.00
Project Designer	\$275.00
Principal Lab Programmer	\$350.00
Sr. Lab Planner	\$250.00
Sr. Project Architect	\$175.00
Project Architect	\$140.00
Architect	\$125.00
Design Professional	\$95.00
Director of Interiors	\$250.00
Sr. Interior Designer	\$115.00
Interior Designer	\$105.00
Specification Writer	\$150.00
Administrative	\$75.00

MEP Engineer

Principal Engineer	\$190.00
Project Manager	\$175.00
Senior Engineer	\$160.00
Project Engineer/Commissioner/Sustainability	\$135.00
Graphic Specialist	\$125.00
Software Specialist	\$120.00
Staff Engineer	\$120.00
Senior Designer	\$115.00
Designer	\$85.00
Project Coordinator	\$70.00

8/22/2017 Update
HOK FEE PROPOSAL SUMMARY
FPU APPLIED RESEARCH CENTER
LAKELAND, FLORIDA

EXHIBIT G
SCHEDULE OF PAYMENTS - BASIC SERVICES

PP#	PHASE	FEE %	FEE
2.2	(PD) Pre-Design PD Review	7.5%	\$ 203,459.63
2.3	(CSD) Concept Schematic Design CSD Review and CM Cost Estimate	7.5%	\$ 203,459.63
2.4	(ASD) Advanced Schematic Design ASD Review and CM Cost Estimate Life Cycle Cost Analysis	10.0%	\$ 271,279.50
2.5	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis DD Review and CM Cost Estimate	17.5%	\$ 474,739.13
2.6	60% Construction Documents and Cost Report 60% CDs review and CM Cost Estimate	15.0%	\$ 406,919.25
2.6.1	(GMP) 100% CDs Early Bid Package 100% Sute CDs Review (inc. state Fire Marshall) and CM GMP ASHRAE Energy Model	12.5%	\$ 339,099.38
2.7.3	(CCD) Corrected/Conformance Document Set	2.0%	\$ 54,255.90
2.8	(CA) Construction Phase Administration of the Construction Contract	24.5%	\$ 664,634.78
2.8.19	(SC) Substantial Completion Deliverables	1.5%	\$ 40,691.93
2.9.1	(FC) Final Completion Deliverables	1.0%	\$ 27,127.95
2.9.2	(PO) Post Occupancy Inspection & Report	1.0%	\$ 27,127.95
	SUB-TOTAL FEE (LUMP SUM)	100%	\$ 2,712,795.00
10.1	Not-to-Exceed Allowance for Reimbursable Expenses		\$ 50,000.00
	TOTAL BASIC SERVICES		\$ 2,762,795.00