

 **AIA** Document B101™ – 2017  
**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 20th day of August  
in the year Two Thousand Twenty (2020)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

The Florida Senate  
Suite 409, The Capitol  
404 South Monroe St.  
Tallahassee, FL 32399

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

John W. Nation  
Hicks Nation Architects, Inc.  
1382 Timberlane Rd., Ste C  
Tallahassee, FL 32312

for the following Project:  
*(Name, location and detailed description)*

Office Suite Renovations to the Third Floor Capitol as further described  
in the attached Special and Superseding Conditions By and Between Owner  
and Architect, including the letter dated August 18, 2020 from  
John W. Nation, and its One (1) attachment.

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

*Approved as to  
form & legal sufficiency.*  


The Owner and Architect agree as follows.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

Pinnacle Engineering Group, PA  
2032 Thomasville Rd., Ste C  
Tallahassee, FL 32308

.3 Electrical Engineer:

Pinnacle Engineering Group, PA  
2032 Thomasville Rd., Ste C  
Tallahassee, FL 32308

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect 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.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See the attached Special and Superseding Conditions By and Between Owner and Architect, including the letter dated August 18, 2020 from John W. Nation, and its One (1) attachment.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( ) visits to the site by the Architect during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect 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. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### **ARTICLE 8 CLAIMS AND DISPUTES**

##### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the

Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

**§ 10.5** 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 Architect.

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

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*  

See the attached Special and Superseding Conditions By and Between Owner and Architect.
- .2 Percentage Basis  
*(Insert percentage value)*  

percent (                    %) of the Owner’s budget for the Cost of the Work,  
as calculated in accordance with Section 11.6.
- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See the attached Special and Superseding Conditions By and Between Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See the attached Special and Superseding Conditions By and Between Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent ( \_\_\_\_\_ %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

See the attached Special and Superseding Conditions By and Between Owner and Architect.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent ( _____ %)
Design Development Phase	percent ( _____ %)
Construction Documents Phase	percent ( _____ %)
Procurement Phase	percent ( _____ %)
Construction Phase	percent ( _____ %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
----------------------	---------------

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of \_\_\_\_\_ (\$ \_\_\_\_\_) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of \_\_\_\_\_ (\$ \_\_\_\_\_) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( \_\_\_\_\_ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

\_\_\_\_\_ %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

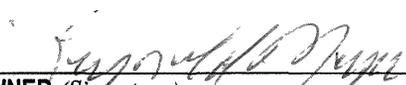
AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

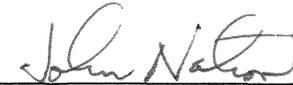
Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

See the attached Special and Superseding Conditions By and Between Owner and Architect, including the letter dated August 18, 2020 from John W. Nation, and its One (1) attachment.

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

  
 \_\_\_\_\_  
**OWNER** (Signature)  
 Seyoum A. Peter, President, AIA  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
**ARCHITECT** (Signature)  
 John Nation, President, AR 12778  
 \_\_\_\_\_  
 (Printed name, title, and license number, if required)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

## **Special and Superseding Conditions by and between Owner and Architect**

The Parties agree that the following Special and Superseding Conditions are a part of the AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect (B101). In the event of a conflict between the Special and Superseding Conditions and any provision of the B101, the Parties agree that the Special and Superseding Conditions shall prevail.

1. ) Contract Contingent upon Approval of Funds

The performance of the Florida Senate and its obligation to pay is contingent upon the Senate President's approval of Senate funds for this purpose.

2. ) Public Records

Unless exempted by law, all records made or received by the Architect in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Article 1 Section 24, Florida Constitution, section 11.0431, Florida Statutes, and Chapter 119, Florida Statutes. Additionally, the Architect agrees that if the Architect receives a request for public records, the Architect shall immediately notify the Florida Senate of the request and shall coordinate the production of records to the requestor with the Florida Senate. However, in order to assure that records subject to any public records are not disclosed, the Architect shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate. Refusal of the Architect to allow public access to such records shall constitute grounds for immediate termination of the Contract.

3. ) Confidentiality of Building Plans

Notwithstanding the above, pursuant to section 119.071(3)(b), Florida Statutes, all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building from inspection or disclosure. The Architect agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the requirements of section 119.071(3), Florida Statutes, and applicable law. Any knowing violation of Chapter 119, Florida Statutes, may be sufficient grounds for immediate termination of the Agreement by the Owner.

4. ) Article 1, Initial Information, of B101, modified as follows:

The Parties agree that the Project can be described as:

Office Suite Renovations, located on the Third Floor of the Capitol and, further described in the attached letter and its One (1) attachment. Payment/Design Schedule and Capitol Building Third Level Floor Plan drawing, signed by John Nation, and dated August 18, 2020.

The Parties agree that section 1.2, include the following information:

Commencement of Construction Date: No earlier than Sine Die of 2021 legislative session and no later than May 15, 2021.

Substantial Completion Date: To Be Determined upon the execution of a contract with the Construction Manager

5. ) Article 2, Architect's Responsibilities, of B101, modified as follows:

The Parties agree that the Architect should maintain the following insurance for the duration of this Agreement for injuries to persons or damages to property which may arise from or in connection with the performance of Work by the Architect, his agents, representatives, employees and subcontractors:

- Workers' compensation insurance: Coverage for all employees who perform any of the obligations of the Architect under this Agreement, in accordance with Florida law.
- Commercial General Liability Coverage: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, blanket contractual, products/completed operations and broad form property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project, or the general aggregate limit shall be twice the required occurrence limit.
- Automobile liability: One million dollars (\$1,000,000) per accident, combined single limit, for bodily injury and property damage.
- Professional Liability: Architect shall provide insurance covering the Architect and its subcontractors for one million dollars (\$1,000,000) aggregate limit. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter.
- Valuable Document or Papers Insurance: Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the Owner in the amount of its full equity in those drawings and specifications and shall file with the Owner a certificate of that insurance and the Owner shall be named as an additional insured.

The Parties agree that the Owner shall be furnished a Certificate of Insurance completed and signed by a person authorized by that insurer to bind coverage on its behalf, evidencing the Owner as an Additional Insured on all policies of insurance mentioned above and shall be in such form and issued by such insurer as shall be satisfactory to the Owner prior to the commencement of the Work. The Certificate of Insurance must reflect that the Insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or the cancellation of the policy. The Architect shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified herein.

6. ) Article 8, Claims and Disputes, of B101, modified as follows:

The Parties agree that all sections under this Article are stricken. The Parties agree that jurisdiction and venue for any claim arising out of this contract shall be Leon County Circuit Court, Tallahassee, Florida. Each party waives its right to a jury trial.

7. ) Article 9, Termination or Suspension, of B101, modified as follows:

The Parties agree that section 9.6 shall be modified that upon a termination for convenience by the Owner, and not the fault of the Architect, that the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses only.

8. ) Article 10, Miscellaneous Provisions, of B101, modified as follows:

The Parties agree that section 10.7 shall be modified to include that the Senate shall review and approve any photographic or artistic representation of the design of the Project among the Architect's promotions and professional materials.

9. ) Article 11, Compensation, of B101, modified as follows:

The Parties agree that the Architect's Compensation will be based upon the Probable Construction Cost Estimate of \$346,500 as follows:

<b>Basic Services</b>	<b>Fee</b>
Basic (9.36 %) X 346,500	\$32,784 (Total)
Phase I Construction Documents	\$23,784

The Architect certifies and warrants that the Architect's Compensation is in accordance with the Department of Management Services fee curve for design professionals.

The Parties agree that the Architect's Compensation for Additional Services and totals for all fees are as follows:

<b>Additional Services</b>	<b>Itemized Fee</b>	<b>Total</b>
Measurements of Existing Facilities	4,800.00	4,800.00
Subtotal of Additional Services		4,800.00
Subtotal of Basic Services		23,784.00
<b>Total Fee</b>		<b>\$28,584.00</b>

The Parties agree that the services will be invoiced as follows upon the delivery and written acceptance of documents in accordance with the following Payment Schedule:

<b>Task</b>	<b>Percentage of Total Fee</b>	<b>Payment</b>
Schematic Design Documents	22%	\$6,228.48
Design Development Documents	28%	\$8,003.52
Construction Documents	50%	\$14,292.00
<b>Total Fee</b>	<b>100%</b>	<b>\$28,584.00</b>

The Parties agree that invoices for services rendered will be in sufficient detail for a proper pre-audit and post-audit thereof.

The Parties agree that section 11.10.2 shall be stricken and replaced with, "All payments to Architect will be made pursuant to Rules 2.15 and 2.151, *Joint Policies and Procedures of the Florida Legislature* (2014).

10. ) Notice

All notices as defined in B101, including claims, required under the Agreement shall be in writing and deemed properly given if hand delivered, sent by overnight courier, registered/certified mail with return receipt requested, or by email, with evidence of transmittal and addressed as follows:

Owner:

Reynold Meyer  
Suite 409, The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399  
[Meyer.reynold@flsenate.gov](mailto:Meyer.reynold@flsenate.gov)

\*If legal notice, copy provided to:

Jeremiah Hawkes  
Suite 302, The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399  
[Hawkes.jeremiah@flsenate.gov](mailto:Hawkes.jeremiah@flsenate.gov)

Architect:

John Nation, AIA  
Hicks Nation Architects, Inc.  
1382 Timberlane Rd., Ste C  
Tallahassee, FL 32312  
[ination@hicksnation.com](mailto:ination@hicksnation.com)

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

August 18, 2020

Hicks  
Nation  
Architects  
Incorporated

Mr. Reynold Meyer  
The Florida Senate  
The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399

**RE: Office Suite Renovations  
Third Floor Capitol  
The Florida Senate**

Dear Mr. Meyer,

We appreciate the opportunity to provide architectural services for the above referenced project. We understand that you would like to renovate existing office space on the third floor of the Capitol. This space is located in the northeast corner of the third floor adjacent to the Secretaries space and is currently occupied by the General Counsel. The space to be renovated contains approximately 2,100 s.f. A floor plan of the space is attached to this proposal.

We understand the Senate will provide the design team with the existing construction documents for the areas to be renovated. MEP renovations will include reuse of existing HVAC systems with modifications and additions of terminal boxes, ductwork, air devices and controls; modification of existing fire sprinkler branch piping and sprinkler heads; and power, lighting, fire alarm and IT/data/voice infrastructure modifications. No plumbing work is anticipated.

Our scope of work will be provided in phases with Senate approval before beginning each phase. The Scope of Work for Phase I includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and creation of construction documents. We have discussed this project with Craig Allen and Larry Simmons of Pinnacle Engineering, Inc. and they will serve as our mechanical and electrical engineers for the project. Both Craig and Larry have extensive experience working with DMS on state facilities and have assisted Hicks Nation in the renovations to the second and twentieth floors of the Capitol.

Mr. Reynold Meyer  
August 18, 2020  
Page 2

Based on the renovation cost for the twentieth floor Capitol and ground floor Pepper Building we anticipate the interior renovation construction cost to be around \$165/SF. The steelcase furniture and wall system was deducted from the construction cost to reflect a more traditional design for this office space. Using this square foot cost, we estimate that the probable cost of construction will be  $2,100 \text{ s.f.} \times \$165/\text{SF} = \$346,500$ .

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$32,435. This basic service is in line with the DMS fee curve for repairs and renovations Group "C" for the probable construction cost estimate of  $\$346,500 \times 9.36\% = \$32,435$ . A summary of the fees is included below which includes the Phase I design work at this time and additional services for measurement drawings.

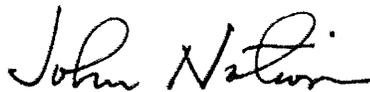
Fee Summary:

A/E Basic Services – Phase I	\$ 23,784.00
Additional Services:	
<u>Measured Drawings of Existing Facilities</u>	<u>4,800.00</u>
Total Fee	\$ 28,584.00

We have attached the Payment Schedule and Project Schedule for your review. We are prepared to start work immediately and look forward to working with you on another successful project.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment(s)

**Office Suite Renovations  
Third Floor Capitol  
The Florida Senate  
Tallahassee, Florida  
August 18, 2020**

**PAYMENT SCHEDULE - PHASE I**

<b><i>TASK</i></b>	<b>Percentage</b>	<b>Fee</b>
Schematic Design Documents	22%	\$6,288.48
Design Development Documents	28%	\$8,003.52
Construction Documents	50%	\$14,292.00
Total	100%	\$28,584.00

**DESIGN SCHEDULE - PHASE I**

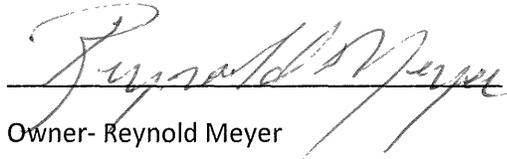
<b><i>TASK</i></b>	<b>Duration</b>	<b>Completion Date</b>
NTP		August 21, 2020
Field Investigation/Programming	14 days	September 4, 2020
Schematic Design	21 days	September 25, 2020
Review	7 days	October 2, 2020
Design Development	21 days	October 23, 2020
Review	7 days	October 30, 2020
100% Construction Documents	28 days	November 27, 2020
Review	7 days	December 4, 2020
CD Permit Documents	14 days	December 18, 2020



## Addendum to Architect Services Agreement dated August 20, 2020

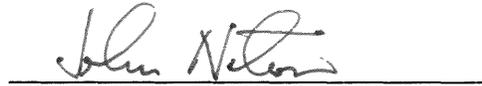
In addition to all terms and conditions laid out in AIA Document B101-2017 (B101) and the Special and Superseding Conditions by and between Owner and Architect the Parties do hereby agree to the following:

1. The Architect will adhere to Senate Policy 1.49 (Workplace Harassment Prohibited) which is attached.
2. If the Senate amends Policy 1.49 during the term of the Contract the Architect will be sent a copy of the amended policy which they shall adhere to.
3. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Owner. The Owner has sole discretion whether a violation has occurred and whether termination is warranted.
4. In the event of a termination under this Addendum, the Architect shall immediately cease work upon receiving notice of termination. They will be paid pursuant to the contract for all work provided up to that point and will provide all work to the Owner.



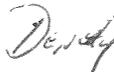
---

Owner- Reynold Meyer



---

Architect- John Nation

 Deputy Chief of Staff, Florida Senate

President, Hicks Nation, Architects, Inc.

### **1.49 Workplace Harassment Prohibited**

The Senate is committed to providing a safe, professional environment for conducting the legislative business of the citizens of Florida. The Senate does not tolerate harassment toward any individual based on race, color, religion, sex, national origin, age, disability, or marital status. The Senate takes all allegations of harassment seriously and will take appropriate action to eliminate prohibited harassment.

Each Senator and employee has a responsibility to ensure harassment based on race, color, religion, sex, national origin, age, disability, or marital status does not occur in the workplace and must avoid conduct, both subtle and overt, that could be seen as prohibited harassment.

To achieve the Senate goal of providing a workplace free from unlawful harassment, the prohibited conduct described in this policy will not be tolerated, and there will be a prompt response to complaints of such harassment consistent with this policy or the Senate Rules, as applicable. The personal identifying information of an alleged victim of sexual harassment will be kept confidential and exempt from public records requirements pursuant to section 119.071(2)(n), Florida Statutes, to the fullest extent allowed by law.

#### **Applicability**

This policy is applicable to all Senate employees, Senators, lobbyists, and third parties. All agreements with agents, contractors, and vendors shall also contain provisions prohibiting harassment consistent with this policy.

For the purpose of this policy, the term:

- (1) "Employee" means an individual employed by the Senate and includes an intern, Senate Page, volunteer, or other temporary or unpaid staff.
- (2) "Lobbyist" means an individual registered to lobby both houses of the Florida Legislature or the Florida Senate pursuant to section 11.045, Florida Statutes.
- (3) "Senator" means a current Florida State Senator.
- (4) "Third party" means a member of the general public, member of the media, other legislative employee, or visitor to the Senate offices or committees.

#### **Definition of Workplace Harassment**

"Workplace harassment" means any:

- (1) Harassment based on race, color, religion, sex, national origin, age, disability, or marital status, including verbal or physical behavior or conduct that denigrates or shows hostility or aversion toward an individual because of that individual's race, color, religion, sex, national origin, age, disability, or marital status;
- (2) Harassment based on an individual's association with an individual because of that individual's race, color, religion, sex, national origin, age, disability, or marital status;
- (3) Harassment that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment; or

- (4) Sexual harassment. While workplace harassment includes sexual harassment, sexual harassment raises issues that are unique in comparison to other types of workplace harassment. Therefore, sexual harassment warrants separate emphasis. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when:
- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  - (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **Examples of Workplace Harassment**

The following examples are illustrative of conduct or communications that may constitute workplace harassment:

- Unwanted jokes or slurs with a sexual, racial, religious, ethnic, or similar content.
- Mimicking or imitating the characteristics of an individual based on race, religion, sex, national origin, age, disability, or marital status.
- Unwelcome remarks about an individual's sexual anatomy, sexual capabilities, ethnic characteristics, religion, age, physical disabilities, or marital status.
- Unwanted physical contact.
- Hazing based on race, color, religion, sex, national origin, age, disability, or marital status.

The following examples are illustrative of conduct or communication, if unwelcome, which may constitute sexual harassment:

### **Verbal**

- Sexual comments or innuendos about one's clothing, body, appearance, or sexual activity.
- Discussing sexual topics in the workplace, such as sexual practices or preferences or telling sexual jokes or stories.
- Using sexual words or phrases or words or phrases that can or should reasonably be taken as having sexual connotations.
- Implying that certain individuals must attend meetings or provide briefings when it is understood or should be understood the preference is not based on the substantive knowledge or experience of the individual.
- Making unwelcome calls or other communications to discuss matters of a personal nature outside of those required by professional conduct.

- Requesting or demanding sexual favors or suggesting that there is any connection between sexual behavior and any term or condition of employment or the outcome of any issue or matter, whether that connection be positive or negative.

### **Nonverbal**

- Displaying sexually explicit pictures, cartoons, messages, or objects in the work area.
- Giving personal gifts of a sexual nature.
- Making sexually suggestive gestures.
- Making unwelcome visits outside the workplace.
- Sending emails, text messages, instant messages, or notes of any kind containing sexual images, cartoons, jokes, words, phrases, or content of a sexual nature.

### **Physical**

- Kissing or hugging, unless welcome or clearly not objected to, when made in connection with a greeting or parting, such as a peck on the cheek.
- Patting, pinching, or intentionally brushing against an individual's body.
- Unwelcome sexual contact of any kind.

Whether conduct or communications constitute workplace harassment depends upon the totality of the circumstances. In that regard, the following should be kept in mind:

- (1) A single incident may or may not constitute workplace harassment.
- (2) Whether a particular action is workplace harassment will depend on the facts and determinations made on a case-by-case basis.
- (3) Conduct or communications that might be welcome to one individual may be unwelcome to another individual. Conduct or communications that might have been welcome between two individuals at one time may become unwelcome at any time.
- (4) The examples are not exhaustive. Other conduct or a communication not expressly described in the examples may violate this policy.

### **Complaint Contacts**

Any individual who experiences prohibited workplace harassment in the Senate may report the complaint to any of the following individuals:

- (1) the Senate President;
- (2) the Senate Chief of Staff;
- (3) the Secretary of the Senate;
- (4) the Senate Sergeant at Arms;
- (5) the Human Resources Director of the Office of Legislative Services (Human Resources Director);

- (6) an employee's immediate supervisor;
- (7) a designee of opposite gender provided by any of the aforementioned contacts when practical. A list of opposite gender designees, if any, will be provided with annual training materials.

### **Complaint Procedure**

Complaints reported to a complaint contact must be promptly communicated to the Human Resources Director for a complete investigation. Once notified, the Human Resources Director will promptly notify the Office of the Senate President, or the Senate President Pro Tempore with a copy to the Secretary of the Senate if the complaint is against the Senate President, of the complaint and attempt to resolve the issue informally. This will include discussing the issues with the individuals involved in the complaint and may include interviewing other personnel, as deemed appropriate. Supervisors, Human Resources staff, or the Senate General Counsel may be requested to assist the Human Resources Director with the facilitation of the informal resolution.

If no informal resolution is possible, or if the complainant or the Human Resources Director determines an informal resolution is not appropriate given the seriousness or severity of the allegation, the complainant will be requested to submit a formal, written complaint to the Human Resources Director. The written complaint must set forth the basis of the complaint, the reasons the complainant believes prohibited workplace harassment has occurred, the specific dates of the alleged harassment, identification of any witnesses to the harassment and any action the complainant believes would resolve the complaint.

Upon receipt of the written complaint, or when deemed appropriate by the Senate President or the Human Resources Director, the Human Resources Director may contact an independent, professional service provider who will conduct a further investigation into the allegations set forth in the complaint.

After appropriate investigation, a written report summarizing the issues raised in the complaint, as well as evidence collected during the investigation, will be prepared by the Human Resources Director or the service provider and submitted to the Office of the Senate President.

A copy of a formal complaint or a description of an informal complaint shall be retained by the Human Resources Director with a summary of how the complaint was resolved.

If the complaint is against the Senate President, the Human Resources Director will notify the Senate President Pro Tempore with a copy to the Secretary of the Senate.

In every case, the Human Resources Director shall provide the complainant with available resources for victims of workplace harassment and follow-up with the complainant, when appropriate, to ensure the complainant was able to access available resources.

### **Resolution**

The Human Resources Director, upon completion of an investigation of a complaint, will

provide a summary of any findings, and disciplinary recommendations when a violation by an employee is identified, to the Senate President and the Senate Chief of Staff.

The Senate President and the Senate Chief of Staff, in consultation with the Senate General Counsel, will promptly make a determination and take appropriate disciplinary and corrective action, if any, based on all of the evidence gathered during the investigation.

An employee who is found to have violated this policy is subject to discipline up to and including immediate termination from employment.

The Senate President will take appropriate action if the complaint involves any violations by a Senator or a third party in accordance with the Senate Rules. Appropriate action may include, with the consent and participation of the complainant, the filing of the complaint with the Chair of the Committee on Rules in accordance with the Senate Rules.

If the complaint is against the Senate President, the Senate President Pro Tempore, with the consent and participation of the complainant, will file a written complaint with the Chair of the Committee on Rules in accordance with the Senate Rules.

### **Confidentiality**

Information regarding complaints should be limited to individuals who need to know in order to carry out the procedures in this policy. A complaint and related investigation will be kept as confidential as practicable; however, absolute confidentiality cannot be guaranteed as reporting to law enforcement, attorneys, the Commission on Ethics, or others responsible for taking action may be required.

Statutes address certain information that is either confidential and exempt or exempt from public records requirements in specific situations and for certain time periods (e.g., sections 119.071(2)(g), 119.071(2)(k)1., and 119.071(2)(n), Florida Statutes).

### **Reporting Encouraged**

The goal of the Senate is to provide a workplace free from harassment of any type. The Senate takes allegations of harassment seriously and will respond to such allegations promptly. Every individual is encouraged to report prohibited harassment so that inappropriate behavior can be addressed quickly and eliminated.

### **Supervisor Responsibility**

Each Senator or employee supervising other employees is responsible for making subordinates aware of the prohibited harassment policy and the means for reporting a complaint.

A copy of this policy will be provided to each new employee and each employee must acknowledge receipt of the policy.

All Senators and employees, especially those supervising others, are responsible for

assuring the workplace is free from harassment.

Supervisors and Senators in receipt of a complaint, whether formal or informal, must promptly communicate the complaint to the Human Resources Director.

### **Retaliation**

The Senate does not tolerate retaliation against any individual for having complained of workplace harassment or for having assisted or participated in an investigation of alleged workplace harassment. Any individual who believes he or she may have been the subject of retaliation for having complained of workplace harassment or for having assisted or participated in an investigation related to an allegation of workplace harassment should report that information to any of the complaint contacts listed in this policy. Any individual found to have engaged in retaliation will be subject to discipline up to and including immediate termination or other appropriate action.

### **False Complaints**

Complaints of workplace harassment found to be intentionally or recklessly dishonest or malicious will not be tolerated and shall be subject to discipline up to and including immediate termination or other appropriate action.

### **Training**

#### **Employees**

Every employee shall receive a copy of this policy at the start of employment and shall return a signed acknowledgment prior to receiving access to Senate facilities or systems acknowledging the employee has read and understands the policy. Employees are encouraged to ask questions of their immediate supervisors if they do not understand the policy. Every employee shall receive a minimum of one (1) hour of training annually through online, classroom, or other appropriate training methods provided by the Senate on the topics of workplace harassment, sexual harassment, and sensitivity. Such training shall include verification through testing that the employee understands the concepts presented in the training and an opportunity for the employee to provide feedback.

Except as provided in this paragraph, volunteers, interns, and other temporary or unpaid staff of the Senate are required to receive the same training and provide the same acknowledgment of this policy as paid employees of the Senate. When requesting a volunteer, intern, or other temporary or unpaid staff, a Senator or the Senate Administration Director may request in writing that such individual receive as an alternative to the training described above, a copy of the Senate Workplace Harassment policy appropriate for the individual along with instructions on reporting any inappropriate behavior. For individuals who are minors, such as pages, the information shall be provided to the parent or guardian of the individual.

#### **Supervisors and Complaint Contacts**

Supervisors and complaint contacts shall receive additional training beyond the employee training to include instruction on handling workplace and sexual harassment complaints.

### **Senators**

The annual training required of Senators pursuant to Senate Rule 1.40 shall include at least one (1) hour addressing workplace harassment, sexual harassment, undue influence, and sensitivity training. Senators shall acknowledge receipt of the training.

### **Lobbyists**

Prior to lobbying in the Senate, every lobbyist shall receive a copy of this policy at the time of registration and shall sign an acknowledgment prior to completing registration that the lobbyist has read and understands the policy. For the 2018 Legislative Session, and until such time as the registration system is modified, such notification shall be accomplished by providing an electronic copy of this policy to every lobbyist registered on January 8, 2018, and every new lobbyist registering on or after that date, at the contact email address provided with the lobbyist's registration. The notification shall include current contact information for the complaint contacts listed in this policy available to lobbyists for making a complaint.

### **Third Parties**

The Senate Workplace Harassment policy and a list of complaint contacts shall be available on the Senate website under a separate link for the general public to access.

### **Recordkeeping**

The Human Resources Director is the official recordkeeper for all records related to reports, notifications, complaints, and investigations under this workplace harassment policy.

### **Annual Review**

The Senate commitment to providing a safe, professional environment free of workplace harassment requires continuous improvement and constant engagement at all levels. To achieve the Senate goal, this policy, and the procedures, notifications, and training provided pursuant to it, shall be reviewed at least annually and updated as necessary.