

APPROVED
16 April 2022
R. Meyer
SE2005-15

April 16, 2024

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Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

**RE: Floor Coverings, Ceilings & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request to provide additional architectural & engineering services for the above referenced project. As you know the Senate has requested several items be added to the project. These items added additional scope of work for our design team that was not included in our original fee proposal. The additional scope of work is listed below:

- 1) Renovate break rooms 314D and 305A on the 3rd floor.
 - a. Break Room 314D requires plumbing corrections (currently drains into janitor sink on floor below).
 - b. Install new refrigerator, ice maker, microwave & coffee maker.
 - c. Additional power circuits are required to accommodate new refrigerator, ice maker, microwave and coffee maker for each break room.
 - d. Owner's coffee maker shall not require water connection.
- 2) Replace (4) existing electric water coolers (located in the 3rd, 4th and 5th floor lobbies) with new electric water coolers.
 - a. Electric water cooler shall be specified to match water cooler installed during previous Appropriations Suite renovation project.
 - b. Modifications to existing power and plumbing connections are required.
- 3) Add new recessed bottle filler to Senate Lounge 411.
 - a. Requires new power and plumbing connections.

Mr. Reynold Meyer
April 16, 2024
Page 2

- 4) Install a different carpet in the President's Office 409J and a carpet border in the President's Office, Corridor 409O and Conference Room 409G.

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. Pinnacle Engineering, Inc. will provide the engineering design.

We will include these additions to the scope of work in ASI No. 12 and have the documents completed in approximately 3 weeks

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$19,225. We have attached our Fee Proposal 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

ADDITIONAL SERVICE FEE PROPOSAL

**Floor Coverings, Ceilings & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
April 16, 2024**

ADDITIONAL SERVICES - Cabinets, Appliances, Bottle Fillers and Carpet Added Scope

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	4	8
Field Investigation/Measurement Drawings	0	4	0	0	4
User Design Meetings	4	0	0	0	4
Schematic Design	0	0	0	0	0
Design Development	0	8	8	0	16
Construction Documents	0	8	16	0	24
Checking & Coordination	0	4	8	0	12
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	4	0	4	8
Pay Request Review	2	0	0	0	2
Substantial Completion/Punchlist	0	0	0	0	0
Final Completion/Close Out Docs	0	0	0	0	0
TOTAL HOURS	10	28	32	8	78
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$1,700.00	\$3,640.00	\$2,560.00	\$480.00	\$8,380.00
MEP Engineering Fee					\$10,845.00
TOTAL COST					\$19,225.00

Approved
5 FEB 2024

February 5, 2024

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Planning

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

**RE: Floor Coverings, Ceilings & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
HNA Project No. 2060**

SE 2005-1

Dear Mr. Meyer,

We are herein submitting this additional service request to provide additional architectural & engineering services for the above referenced project. As you know the Senate has obtained the services of an interior designer to assist on the design of the Spouse's Lounge. Additional changes were made to the 3rd and 4th floor as well. The changes added additional scope of work for our design team that was not included in our original fee proposal. The additional scope of work is listed below:

3rd Floor

- 1) Add security card readers to doors connecting to main corridor (for 9 doors).
- 2) The SE entrance to the Senate Services Center shall be removed and File Room 307B shall be added in its place. Update mechanical, fire protection and electrical as required to accommodate this change.
- 3) The south entrance/exit to the Senate Services Center shall be modified. Update mechanical, fire protection and electrical as required to accommodate this change.

4th Floor

- 1) Furniture in the Senate President's Secretaries Office 409M is being rearranged. Update electrical for modified desk and printer locations.
- 2) Remove pocket door serving office 403F (in Senate Sergeant's Office Suite) and change to swinging door. Modify lighting switch location.
- 3) Adjust HVAC as required to accommodate walls being extended to the deck.

Mr. Reynold Meyer
February 5, 2024
Page 2

HNA Project 1922 - SE 2304
HVAC + Interior Renovations
5th Floor

- 1) Spouses Lounge Restroom remodel is added to scope.
 - a. Remove existing vanity and faucet and install new vanity and faucet as shown on architectural plans. Reinstall existing vanity and faucet in Senate Secretaries Toilet 405M (on 4th floor).
 - b. Remove existing WC and reinstall after new finishes are installed.
 - c. Provide new lighting.
- 2) Re-do lighting design in Spouses Lounge to incorporate lighting fixtures specified by Interior Designer.

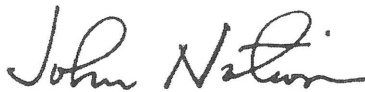
Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. Pinnacle Engineering, Inc. will provide the engineering design.

We will include these additions to the scope of work in ASI No. 11 and have the documents completed before the start of construction in March.

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$18,495. We have attached our Fee Proposal 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

ATTACHMENT 1-a **PINNACLE ENGINEERING GROUP, P.A.**
ENGINEERING HOURLY ESTIMATE

PINNACLE ENGINEERING GROUP, P.A.

ENGINEERING HOURLY ESTIMATE

PROJECT

HN: Senate SOB 2nd, 3rd & 4th Floors - Additional Service #15

DATE _____

1-Feb-24

PROJECT BUDGET INFO:

Capitol Senate - 3rd through 5th Floors

SCOPE OF SERVICES

PERSONNEL TIME AND COSTS

	Principal / SR. Engineer	Sr. Mech Engineer	Sr. Elect Engineer	Sr. Elect Designer	Mech CAD	Elect Des/ CAD	Clerical	Total
Additional Services								0
3rd Floor		4	6		2			12
Add Security Card Readers								0
Senate Services Center Mods-SouthEast								0
Senate Services Center Mod's - South								0
								0
4th Floor		5	2		2			9
Senate Pres Office Rearrangement								0.0
Senate Sgt's Door Moification								0.0
								0
5th Floor		7	12		3			22
Spouses Lounge Remodel								0
- Vanity & Faucet Mod's								0
- Remove/Reinstall WC								0
- New Lighting								0
- Interior Designer Lighting Mod's								0
								0
Background Updates					2	4		6
Site Visits		3	3					6
Meetings/Correspondence		2	2					4
Admin							10	10
QC	2		2					4
Sign/Sealing	1		1					2.0
								0
								0
TOTAL ENGINEERING HOURS	3.0	21.0	28.0	0.0	9.0	4	10.0	75
Hourly Rates	75	56	56	55	30	30	23	
Sub-Total	\$225	\$1,176	\$1,568	\$0	\$270	\$120	\$230	
Firm Overhead	2.4	2.4	2.4	2.4	2.4	2.4	2.4	
Sub-Total	540	2,822	3,763	0	648	288	552	
Firm Profit	1.10	1.10	1.10	1.10	1.10	1.10	1.10	
ENGINEERING TOTAL \$	\$594	\$3,105	\$4,140	\$0	\$713	\$317	\$607	\$9,475

ADDITIONAL SERVICE FEE PROPOSAL

**Floor Coverings, Ceilings & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
February 5, 2024**

ADDITIONAL SERVICES - Service Center, Door Locks & Spouses Lounge Added Scope

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	4	8
Field Investigation/Measurement Drawings	0	4	0	0	4
User Design Meetings	4	0	0	0	4
Schematic Design	0	0	0	0	0
Design Development	0	8	8	0	16
Construction Documents	0	8	16	0	24
Checking & Coordination	0	4	8	0	12
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	4	0	4	8
Pay Request Review	2	0	0	0	2
Substantial Completion/Punchlist	0	2	0	1	3
Final Completion/Close Out Docs	0	2	0	1	3
TOTAL HOURS	10	32	32	10	84
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$1,700.00	\$4,160.00	\$2,560.00	\$600.00	\$9,020.00
MEP Engineering Fee					\$9,475.00
TOTAL COST					\$18,495.00

Approved
Meyer
17 July 2023

July 17, 2023

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Planning

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

**RE: Floor Coverings, Ceilings, & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request to provide architectural & engineering services for the above referenced project. This proposal includes 4 separate fees for design work within the Seante Office Building and Capitol. The fees are for the following areas:

1. Building renovations within the Capitol on the 3rd, 4th & 5th floors.
2. HVAC design for IT Closet cooling on the Lower level of the Senate Office Building.
3. HVAC design for Electrical Room cooling on the 3rd floor Capitol.
4. Lighting control design to enable dimming of the corridor light fixtures on the 3rd & 4th floors of the Senate Office Building.

The scope of work for each area noted above are as follows:

1. 3rd, 4th & 5th Floor Capitol Renovations:

We understand that the Senate would like to make additional floor plan changes within the Secretary's & Sergeant at Arms Office Suites on the fourth floor and the Spouse's Lounge on the fifth floor of the Capitol. The floor plan changes include the following:

- a. Install electrical & data service to offices on 3rd & 4th floors for wall mounted TV's.
- b. Enlarge the size of the Secretary's Break Room and install new cabinets and appliances.
- c. Redesign the Sergeant's at Arms Break Room & adjacent office and install new cabinets and appliances.
- d. Enlarge the size of the Spouse's Lounge Kitchen and Children's Play Area and install new cabinets, appliances and exhaust hood for the range in the Kitchen.

2. Lower Level Senate Office Building IT Closet HVAC Replacement:

We understand that a new standalone HVAC unit is required to replace the existing unit in the Lower Level Senate Office Building IT Closet. The new unit will be a packaged or split-system DX unit. The existing electrical service will be reused/reconnected to the new unit.

3. 3rd Floor Capitol Electrical Room Cooling:

We understand the existing 3rd floor Electrical Room contains some IT equipment causing the room to get over heated. The current DMS HVAC renovation plans call for cooling of this space, but the cooling won't operate 24/7. Our design includes adding a self-contained DX unit for this space for 24/7 supplemental cooling. New electrical service will be provided from existing electrical systems.

4. 3rd & 4th Floor Senate Office Building Corridor Lighting Controls:

We understand that the Senate would like to be able to dim the light fixtures within the 3rd & 4th floor corridors of the Senate Office Building. Our design includes added lighting control switches and modifications of the lighting circuiting in the main corridors and elevator lobbies to enable dimming.

Fee Summary

<u>Space</u>	<u>Fee</u>
1. Capitol Renovations	\$57,321.00
2. LL SOB IT Closet HVAC	\$10,890.00
3. 3 rd Floor Electrical Room HVAC	\$9,060.00
4. 3 rd & 4 th Floor Corridor Lighting Controls	\$3,448.00
Total	\$80,719.00

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. We have discussed this project with Craig Allen of Pinnacle Engineering, Inc. and they will serve as our MEP engineers for the project. Pinnacle is currently providing engineering services for the Senate Office Building and Capitol renovations. These renovations will require Pinnacle to update the DMS HVAC plans. The fees for this work is included in this proposals.

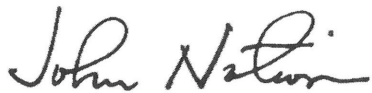
We understand that the Senate would like to include this work with the Senate Office Building renovation project and have the construction completed in the summer of 2024 when the floor covering, ceiling & lighting renovations take place in the Capitol. We believe we can have the plans completed for review in six to eight weeks and ready for bidding later this year. These revisions will be submitted as an Architectural Supplemental Instruction.

Mr. Reynold Meyer
July 17, 2023
Page 3

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$80,719. We have attached our Fee Proposal 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,

A handwritten signature in black ink, reading "John W. Nation". The signature is fluid and cursive, with the first name "John" and last name "Nation" clearly legible.

John W. Nation, AIA

JWN/ecn
Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

HN: Senate 3rd, 4th & 5th Floors Capitol Break Rooms & Kitchen

12-Jul-23

Pre-Design Services - Measured Drawings

PERSONNEL TIME AND COSTS

[illegible]

ADDITIONAL SERVICE FEE PROPOSAL

**Floor Coverings, Ceilings, & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
July 17, 2023**

ADDITIONAL SERVICES - 3rd, 4th & 5th Floor Capitol Additional Renovations

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	6	0	0	8	14
Field Investigation/Measurement Drawings	0	8	4	0	12
User Design Meetings	8	0	0	0	8
Schematic Design	0	8	8	0	16
Design Development	0	16	24	0	40
Construction Documents	0	8	32	0	40
Checking & Coordination	0	8	0	0	8
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	8	0	0	8
Pay Request Review	2	0	0	0	2
Substantial Completion/Punchlist	0	2	0	1	3
Final Completion/Close Out Docs	0	2	0	1	3
TOTAL HOURS	16	60	68	10	154
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$2,720.00	\$7,800.00	\$5,440.00	\$600.00	\$16,560.00
MEP Engineering Fee					\$40,761.00
TOTAL COST					\$57,321.00

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

HN: Senate Office Building LL Computer Room

3-Jul-23

Pre-Design Services - Measured Drawings

PERSONNEL TIME AND COSTS

[illegible]

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

HN: Senate 3rd Floor Comm Room - Supplemental A/C Unit

12-Jul-23

Pre-Design Services - Measured Drawings

PERSONNEL TIME AND COSTS

[illegible]

PINNACLE ENGINEERING GROUP, P.A.

ENGINEERING HOURLY ESTIMATE

HN: Senate SOB 3rd & 4th Floor Corridor Lighting Control

14-Jul-23

Pre-Design Services - Measured Drawings

PERSONNEL TIME AND COSTS

[illegible]

Approved
12 Jun 2023

June 12, 2023

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Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

**RE: Floor Coverings, Ceilings, & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request to provide architectural services for the above referenced project. We understand that you would like us to make floor plan changes within the President's Office Suite on the fourth floor of the Capitol. The floor plan changes include the following:

1. Reduce the size of the Reception area and enlarge the adjacent office space.
2. Eliminate the existing Breakroom and create a new office space in its place.
3. Reconfigure the Conference Room and add pocket doors to the south entrance.
4. Create a new Breakroom on the north end of the Conference Room.
5. Add a copy alcove off the corridor from the reception space.
6. Possibly reconfigure the President's Closet and create a Copy Room.

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration.

We have discussed this project with Craig Allen of Pinnacle Engineering, Inc. and they will serve as our MEP engineers for the project. Pinnacle is currently providing engineering services for the Senate Office Building and Capitol renovations. These renovations will require Pinnacle to update the DMS HVAC plans. The fees for this work is included in this proposal.

We understand that the Senate would like to include this work with the Senate Office Building renovation project and have the construction completed in the summer of 2024 when the floor covering, ceiling & lighting renovations take place in the Capitol. We believe we can have the plans completed for review in six to eight weeks and ready for bidding later this year. These revisions will be submitted as an Architectural Supplemental Instruction.

Mr. Reynold Meyer
June 12, 2023
Page 2

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$39,065. We have attached our Fee Proposal and Payment 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,

A handwritten signature in blue ink, reading "John W. Nation". The signature is fluid and cursive, with a prominent "J" and "N".

John W. Nation, AIA

JWN/ecn
Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Add Svcs #10- Senate 4th Floor Senate President's Suite Modifications)**

7-Jun-23

Pre-Design Services

PERSONNEL TIME AND COSTS

[illegible]

ADDITIONAL SERVICE FEE PROPOSAL

**Floor Coverings, Ceilings, & Lighting Replacement
Third, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
June 12, 2023**

ADDITIONAL SERVICES - 4th Floor Capitol Floor Plan Revisions

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	8	12
Field Investigation/Measurement Drawings	0	8	8	0	16
User Design Meetings	8	0	0	0	8
Schematic Design	0	0	16	0	16
Design Development	0	16	24	0	40
Construction Documents	0	16	40	0	56
Checking & Coordination	0	8	0	0	8
Specifications	0	8	0	4	12
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	8	0	0	8
Pay Request Review	2	0	0	0	2
Substantial Completion/Punchlist	0	2	0	1	3
Final Completion/Close Out Docs	0	2	0	1	3
TOTAL HOURS	14	68	88	14	184
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$2,380.00	\$8,840.00	\$7,040.00	\$840.00	\$19,020.00
MEP Engineering Fee					\$20,045.00
TOTAL COST					\$39,065.00

PAYMENT SCHEDULE

Floor Coverings, Ceilings, & Lighting Replacement
Thrid, Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
June 12, 2023

<i>TASK</i>	Percentage	Fee
Design Development Submittal	35%	\$13,672.75
Construction Document Submittal	40%	\$15,626.00
Permit & Bid	5%	\$1,953.25
Construction Administration	20%	\$7,813.00
Total	100%	\$39,065.00

Approved
29 Nov 2022

November 28, 2022

**Hicks
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Planning

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

**RE: Floor Coverings, Ceilings, & Lighting Replacemnet
Third & Fourth Floor Capitol
Florida Senate
The Florida Senate**

Dear Mr. Meyer,

We are herein submitting this additional service request to provide architectural and engineering services for the above referenced project. We understand that you would like us to replace the floor coverings, ceilings and lighting on the third and fourth floors of the Capitol. See the areas to be renovated below:

Second Floor

1. New ceilings and lighting on bridge from Capitol to SOB

Third Floor

1. New floor coverings, ceilings and lighting in Office Suites 305, 308, 310, 312 & 314
2. New ceilings and lighting in Senate Service Center 301, 301A, 306 & 307
3. New ceilings and lighting on bridge from Capitol to SOB

Fourth Floor

1. New lighting in Office Suites 403, 404H & 405
2. New ceilings, lighting, finishes and toilet fixtures in toilet rooms in Office Suites 403 & 405
3. New ceilings and lighting on bridge from Capitol to SOB

We will coordinate the ceiling replacement with the HVAC equipment replacement projects by DMS.

We understand that the Senate would like for the construction of this work to take place during the construction of the DMS HVAC replacement and window replacement projects. We will coordinate our work with these two projects. We believe we can have the plans completed for review in five to six weeks and ready for bidding early next year.

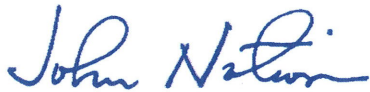
Mr. Reynold Meyer
November 28, 2022
Page 2

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. We have discussed this project with Craig Allen of Pinnacle Engineering, Inc. and they will serve as our electrical engineers for the project. Pinnacle is currently providing engineering services for the Senate Office Building renovations and DMS HVAC renovations.

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$77,369. We have attached our Fee Proposal and Payment 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,

A handwritten signature in blue ink, reading "John W. Nation". The signature is fluid and cursive, with the first name "John" and last name "Nation" clearly distinguishable.

John W. Nation, AIA

JWN/ecn
Attachment

PINNACLE ENGINEERING GROUP, P.A. ENGINEERING HOURLY ESTIMATE

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Add Svcs #9-Lighting Senate 2nd, 3rd & 4th Floors, Plumbing Fixtures**

21-Nov-22

Pre-Design Services

PERSONNEL TIME AND COSTS

[illegible]

ADDITIONAL SERVICE FEE PROPOSAL

**Floor Coverings, Ceilings & Lighting Replacement
Third & Fourth Floor Capitol
Florida Senate
Tallahassee, Florida
November 28, 2022**

ADDITIONAL SERVICES - Floor Covering, Ceiling & Lighting Replacement

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	8	12
Field Investigation/Measurement Drawings	0	16	32	0	48
User Design Meetings	8	0	0	0	8
Schematic Design	0	0	0	0	0
Design Development	0	16	24	0	40
Construction Documents	0	32	48	0	80
Checking & Coordination	0	8	0	0	8
Specifications	0	4	0	2	6
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	24	0	0	24
Pay Request Review	4	0	0	0	4
Substantial Completion/Punchlist	0	4	0	2	6
Final Completion/Close Out Docs	0	2	0	2	4
TOTAL HOURS	16	106	104	14	240
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$2,720.00	\$13,780.00	\$8,320.00	\$840.00	\$25,660.00
Electrical Engineering Fee					\$51,709.00
TOTAL COST					\$77,369.00

PAYMENT SCHEDULE

**Floor Coverings, Ceilings & Lighting Replacement
Third & Fourth Floor Capitol
Florida Senate
Tallahassee, Florida
November 28, 2022**

<i>TASK</i>	Percentage	Fee
Design Development Submittal	35%	\$27,079.15
Construction Document Submittal	40%	\$30,947.60
Permit & Bid	5%	\$3,868.45
Construction Administration	20%	\$15,473.80
Total	100%	\$77,369.00

**Hicks
Nation**
Architects
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Architecture
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Planning

October 31, 2022

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32399-1100

Approved
1 Nov 2022
R Meyer

**RE: Presidents Suite & Spouses Lounge Renovations
Fourth & Fifth Floor Capitol
Florida Senate
The Florida Senate**

Dear Mr. Meyer,

We are herein submitting this additional service request to provide architectural services for the above referenced project. We understand that you would like us to replace the floor coverings and lighting within the President's Office Suite on the fourth floor and lighting in the Spouses Lounge on the fifth floor of the Capitol. The acoustical ceilings will also be reviewed for possible replacement, along with installation of new cabinets within the Break Room. In addition new stair treads and landing coatings will be installed in the stair tower adjacent to the Secretary's Office Suite.

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. We have discussed this project with Craig Allen of Pinnacle Engineering, Inc. and they will serve as our electrical engineers for the project. Pinnacle is currently providing engineering services for the Senate Office Building renovations.

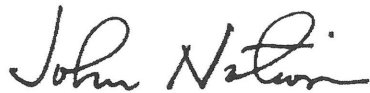
We understand that the Senate would like to include this work during the Senate Office Building renovation project and have the work completed in the summer of 2023. We believe we can have the plans completed for review in four to five weeks and ready for bidding later this year.

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$30,216. We have attached our Fee Proposal and Payment Schedule for your review. We are prepared to start work immediately and look forward to working with you on another successful project.

Mr. Reynold Meyer
October 31, 2022
Page 2

Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Nation". The signature is fluid and cursive, with a prominent "J" and "N".

John W. Nation, AIA

JWN/ecn
Attachment

ADDITIONAL SERVICE FEE PROPOSAL

**Presidents Suite & Spouses Lounge Renovations
Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
October 31, 2022**

ADDITIONAL SERVICES - Floor Covering & Lighting Replacement

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	8	12
Field Investigation/Measurement Drawings	0	8	8	0	16
User Design Meetings	4	0	0	0	4
Schematic Design	0	0	0	0	0
Design Development	0	16	24	0	40
Construction Documents	0	16	40	0	56
Checking & Coordination	0	0	0	0	0
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	2	0	0	0	2
Substantial Completion/Punchlist	0	2	0	1	3
Final Completion/Close Out Docs	0	2	0	1	3
TOTAL HOURS	10	48	72	10	140
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$1,700.00	\$6,240.00	\$5,760.00	\$600.00	\$14,300.00
Electrical Engineering Fee					\$15,916.00
TOTAL COST					\$30,216.00

PAYMENT SCHEDULE

**President Suite & Spouses Lounge Renovations
Fourth & Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
October 31, 2022**

<i>TASK</i>	Percentage	Fee
Design Development Submittal	35%	\$10,575.60
Construction Document Submittal	40%	\$12,086.40
Permit & Bid	5%	\$1,510.80
Construction Administration	20%	\$6,043.20
Total	100%	\$30,216.00

Hicks
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Architecture
Programming
Planning

August 17, 2022

The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

To whom it may concern,

We are herein submitting this additional service request for the Owner requested Design changes on the 3rd and 4th Floors of the Senate Office Building. We understand that the Senate would like to standardize the size of the Senator's Offices located on these floors. Current existing office sizes on these floors range from 187 sf and 471 sf. In addition, some of the existing office suites need to be revised to provide adequate office sizes and configurations for support staff.

The scope of work for these revisions includes the design of office suites for approximately 10,730 sf on the 3rd floor and 12,145 sf on the 4th floor. These revisions include changes to the current construction documents including modifications to plans, door and room finish schedules, electrical power, lighting and fire sprinkler head locations.

In addition to the scope of work outlined above, Pinnacle Engineering has contracts with DMS for the HVAC and Fire Alarm systems for the SOB. They will be submitting additional service fees to DMS for the revisions of those documents.

This additional scope of work will be incorporated into the Construction Documents via an Architectural Supplemental Instruction. We estimate that the revisions to the construction documents will take approximately 8 weeks. We propose to provide architectural and engineering additional services for the scope above for a fee of \$57,712. We have attached our fee proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn
Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Additional Services #7 - Modified 3rd & 4th Floor Senate Offices)**

16-Aug-22

Fire Alarm

PERSONNEL TIME AND COSTS

ous Authorization)	approved-	\$1,249
	Please	\$40,172
	Process	\$10,841
		\$0
		\$51,013

8/18/22

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
August 17, 2022

ADDITIONAL SERVICES - 3rd & 4th Floor Plan Revisions

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	8	0	0	8	16
Field Investigation/Measurement Drawings	0	0	8	0	8
User Design Meetings	4	0	0	0	4
Schematic Design	0	40	16	0	56
Design Development	0	0	16	0	16
Construction Documents	0	24	48	0	72
Checking & Coordination	8	16	0	0	24
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	2	0	2	4
Final Completion/Close Out Docs	0	2	0	2	4
TOTAL HOURS	20	84	88	12	204
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$2,600.00	\$9,240.00	\$5,280.00	\$420.00	\$17,540.00
MEP Engineering Fee					\$40,172.00
TOTAL COST					\$57,712.00

Hello to all:

RE: CHANGE OF ADDRESS

From:

Hicks Nation Architects, Inc.
1382 Timberlane Road, Ste. C
Tallahassee, Florida 32312

NEW ADDRESS:

To:

Hicks Nation Architects, Inc.
627 McDaniel Street
Tallahassee, Florida 32303

Greetings,

Hicks Nation Architects is relocating its office from its current location. The new address is listed above as 627 McDaniel Street, Tallahassee, FL 32303. You may start using the new address at this time. The relocation of the physical office will be completed by April 29, 2022.

The phone number and email addresses will remain the same. Should you have any questions, please contact us at 850-893-1130.

Thank you,



John W. Nation, AIA

JWN/ecn

April 12, 2022

Mr. Damien Kelly
Sergeant at Arms
403 The Capitol
404 South Monroe Street
Tallahassee, FL 32399-1100

THE FLORIDA SENATE
Approved

By
Date

4/14/22

**RE: Toilet Room Addition
Fifth Floor Capitol
The Florida Senate**

Dear Mr. Kelly,

We appreciate the opportunity to provide architectural services for the above referenced project. We understand that you would like to add a single toilet room on the fifth floor of the Capitol to serve the children of the Senators. This space will be located in the northeast corner of the fifth floor adjacent to the existing Women's Toilet Room. Access to the space will be off the corridor surrounding the Gallery. Toilet room fixtures will be sized to accommodate children aged 3 to 10 years old. We've attached a floor plan of the toilet room previously submitted for review.

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 of ductwork, air devices and controls; modification of existing fire sprinkler branch piping and sprinkler heads; and power, lighting and fire alarm infrastructure modifications. Plumbing will be added to connect the new toilet fixtures to the existing Women's toilet room piping.

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. 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 are currently assisting Hicks Nation in the renovations to the Senate Office Building.

We understand that the Senate would like to include this work under the Senate Office Building renovation project and have Allstate Construction install the toilet room over the summer. We will submit the construction documents for review, make any corrections needed and then submit plans for permitting. We believe we can have the plans completed for review in three to four weeks.

Mr. Damien Kelly
April 12, 2022
Page 2

We propose to provide basic architectural and engineering services for the work described herein for a fee of \$10,700. We have attached our Fee Proposal and Payment 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.

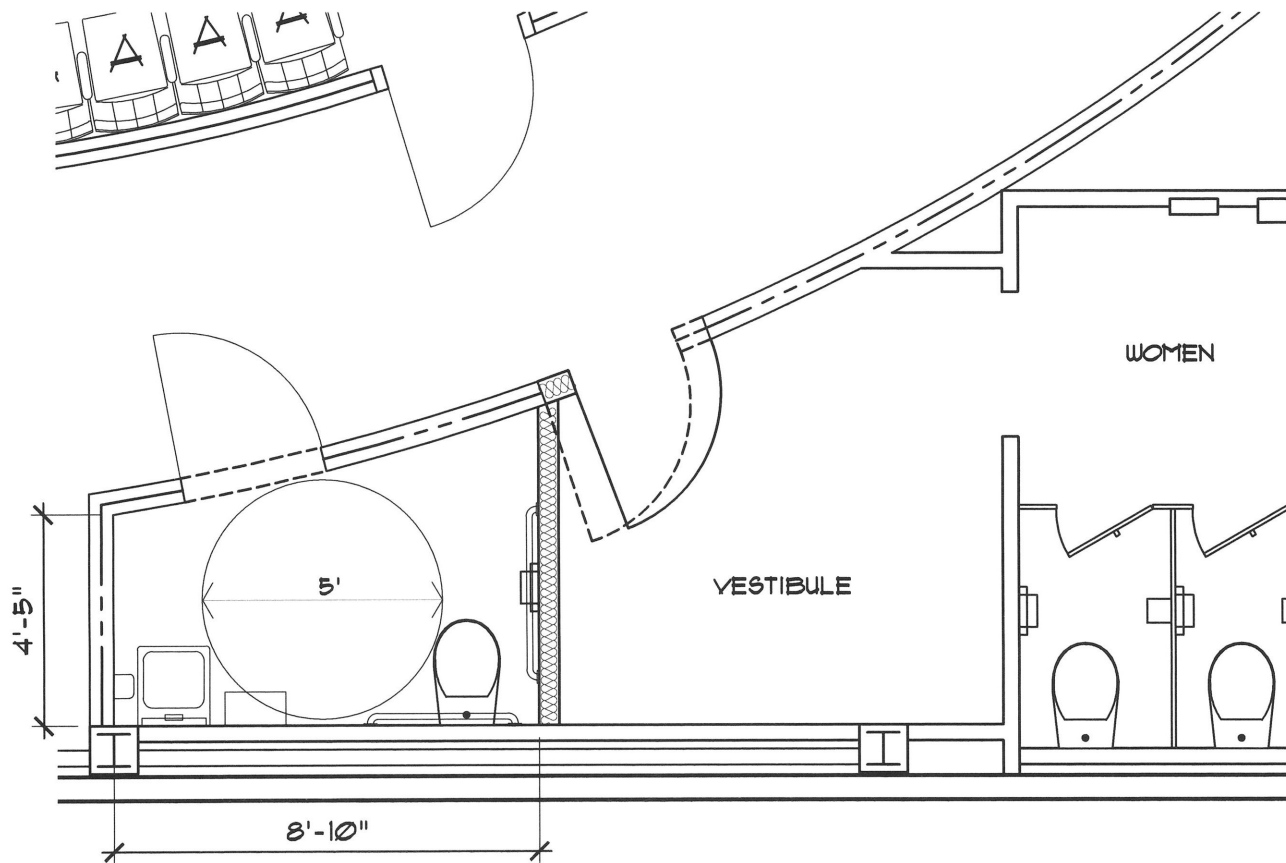
Sincerely,

A handwritten signature in blue ink that reads "John W. Nation". The signature is fluid and cursive, with the first name "John" and last name "Nation" clearly distinguishable.

John W. Nation, AIA

JWN/ecn

Attachment



HC-ACCESSIBLE TOILET ROOM
SCALE: 1/4"=1'-0"



PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

PROJECT

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Additional Services #5 - 5th Floor ADA Toilet)**

DATE _____

29-Dec-21

PROJECT BUDGET INFO:

Pre-Design

SCOPE OF SERVICES

PERSONNEL TIME AND COSTS

	Principal / SR. Engineer	Sr. Mech Engineer	Sr. Elect Engineer	Sr. Elect Designer	Elect Engineer	CAD	Clerical	Total
Measured Drawings								
5th Floor Level		1.5		2		2		5
4th Floor Level		1.5		1		2		4
TOTAL ENGINEERING HOURS	0.0	3.0	0.0	3.0	0.0	4	0.0	
Hourly Rates	64.90	48.08	50.41	44.94	43.85	28.67	18.00	
Sub-Total	\$0	\$144	\$0	\$135	\$0	\$115	\$0	
Firm Overhead	2.39	2.39	2.39	2.39	2.39	2.39	2.39	
Sub-Total	0	345	0	322	0	274	0	
Firm Profit	1.10	1.10	1.10	1.10	1.10	1.10	1.10	
ENGINEERING PRE-DESIGN TOTAL \$	\$0	\$379	\$0	\$354	\$0	\$301	\$0	\$1,0

Construction Documents	\$2,6
Bid Phase	\$3
Construction Phase Services	\$8
Sub-Total	<u>\$3,8</u>
Pre-Design - Measured Drawings	\$1,0
Expenses (Included in Previous Authorization)	.
TOTAL	\$4,8

FEE PROPOSAL

**Toilet Room Addition
Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
April 12, 2022**

BASIC SERVICES

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	0	0	4	8
Field Investigation/Measurement Drawings	0	2	2	0	4
User Design Meetings	0	0	0	0	0
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	8	16	0	24
Checking & Coordination	0	2	0	0	2
Specifications	0	2	0	0	2
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	4	0	4	8
Pay Request Review	0	2	0	0	2
Substantial Completion/Punchlist	0	2	0	1	3
Final Completion/Close Out Docs	0	2	0	1	3
TOTAL HOURS	4	24	18	10	56
HOURLY RATES	\$170.00	\$130.00	\$80.00	\$60.00	
SUBTOTAL	\$680.00	\$3,120.00	\$1,440.00	\$600.00	\$5,840.00
MEP Engineering Fee					\$4,860.00
TOTAL COST					\$10,700.00

PAYMENT SCHEDULE

Toilet Room Addition
Fifth Floor Capitol
Florida Senate
Tallahassee, Florida
April 12, 2022

<i>TASK</i>	Percentage	Fee
Construction Document Submittal	75%	\$8,025.00
Permit & Bid	5%	\$535.00
Construction Administration	20%	\$2,140.00
Total	100%	\$10,700.00

Approved
RMeyer
18 Jan 2022

January 18, 2022

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
Tallahassee, FL 32303

**Hicks
Nation**
Architects
Incorporated

Architecture
Programming
Planning

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request for the Owner requested Design changes on the Entrance Level, 2nd Floor and 3rd Floor of the Senate Office Building. We will provide the following additional Architectural, Fire Sprinkler and Electrical design services;

Conduct additional field investigation, provide additional architectural, electrical and fire sprinkler design and modify the construction documents to include;

Entrance Level- New stove top/oven hood exhaust (add cabinetry, appliances power and fire alarm connection).

- Bathroom #108 & #109 exhaust (modify existing power).

2nd Floor - Conference Rm #230A and office rooms #200, 200A, 200B shall flip locations (Partitions, Lighting, Power, Fire Sprinklers will be adjusted accordingly).

3rd Floor - Rooms #300C, #300D & #300E (Partitons, Power, Lighting and Fire Sprinklers will be adjusted accordingly).

This additional scope of work will be incorporated into the Construction Documents via an Architectural Supplemental Instruction to be issued in January. We propose to provide architectural and engineering additional services for the scope above for a fee of \$8,113. We have attached our fee proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn
Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

PROJECT

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Additional Services #4 - Owner Requested Plan Changes)**

DATE _____

29-Dec-21

PROJECT BUDGET INFO:

Pre-Design

SCOPE OF SERVICES

PERSONNEL TIME AND COSTS

[illegible]

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
January 18, 2022

ADDITIONAL SERVICES - Plan Revisions - ASI No. 1

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	2	0	0	2	4
Field Investigation/Measurement Drawings	0	0	0	0	0
User Design Meetings	0	2	0	0	2
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	8	8	0	16
Checking & Coordination	0	0	0	0	0
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	0	0	0	0
Final Completion/Close Out Docs	0	0	0	0	0
TOTAL HOURS	2	10	8	2	22
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$260.00	\$1,100.00	\$480.00	\$70.00	\$1,910.00
Electrical Engineering Fee					\$6,203.00
TOTAL COST					\$8,113.00

**Hicks
Nation**
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Incorporated

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December 8, 2021

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request for extended construction administration for the above referenced project. As you know the Senate has divided the construction of the project into two phases due to current supply chain delays. Phase I (LL, EL & 2nd floor) will be constructed during the summer of 2022, while Phase II (3rd & 4th floors) will be constructed in the summer of 2023.

This request includes the construction administration for Phase II. The construction for Phase II has been scheduled for May 15, 2023 to September 30, 2023, which allows for twenty weeks for construction.

The construction administration scope of work includes shop drawing review, weekly site visits, Architects Field Reports, response to Request for Information, Owner/Architect/Contractor Meetings, possible Architects Supplemental Instructions and substantial and final completion reports. We propose to provide architectural and engineering additional construction administration for a fee of \$31,570. We have attached our fee proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachments

APPROVED
Reynold Meyer
9 Dec 2021

ATTACHMENT 1-a**PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE****PROJECT****HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Additional Services #4 - Phase 2 Construction Phase Services)****DATE****24-Nov-21 (Rev #1 Dec 6, 2021)****PROJECT BUDGET INFO:****Construction Phase Services (Phase 2 May 15, 2023 to Sep 30, 2023)****SCOPE OF SERVICES****PERSONNEL TIME AND COSTS**

	Principal / SR. Engineer	Sr. Mech Engineer	Sr. Elect Engineer	Sr. Elect Designer	Elect Engineer	Elect Des/ CAD	Clerical	Total
Construction Phase Services								0
								0
Pre-Construction Conference	2	2.0	2	2				8
Review Shop Drawings (N/A)								0
Regular Site Visits		20	20	20			10	70
Meetings			10	10				20
RFI Response		4	8	8		8	8	36
Admin/Pay Applications			2					2
Substantial Completion		5	5	5			1.0	16
Final Completion		3	3	3			1	10
Project Close-Out		1	1	1			1	4
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
TOTAL ENGINEERING HOURS	2.0	35.0	51.0	49.0	0.0	8	21.0	166
Hourly Rates	64.90	48.08	50.41	44.94	43.85	28.67	18.00	
Sub-Total	\$130	\$1,683	\$2,571	\$2,202	\$0	\$229	\$378	
Firm Overhead	2.39	2.39	2.39	2.39	2.39	2.39	2.39	
Sub-Total	310	4,022	6,144	5,263	0	548	903	
Firm Profit	1.10	1.10	1.10	1.10	1.10	1.10	1.10	
ENGINEERING TOTAL \$	\$341	\$4,424	\$6,759	\$5,789	\$0	\$603	\$994	\$18,910

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
 Senate Office Building
 Capitol Complex
 Tallahassee, Florida
 December 8, 2021

ADDITIONAL SERVICES - Extended Construction Administration

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	4	8	0	4	16
Field Investigation/Measurement Drawings	0	0	0	0	0
User Design Meetings	0	0	0	0	0
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	0	0	0	0
Checking & Coordination	0	0	0	0	0
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	72	0	8	80
Pay Request Review	0	12	0	4	16
Substantial Completion/Punchlist	0	8	0	2	10
Final Completion/Close Out Docs	0	4	0	2	6
TOTAL HOURS	4	104	0	20	128
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$520.00	\$11,440.00	\$0.00	\$700.00	\$12,660.00
MEP Engineering Fee					\$18,910.00
TOTAL COST					\$31,570.00

Hicks
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September 13, 2021

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request for the structural design for three new openings to be cut into the existing concrete slab for new duct associated with the DMS HVAC Modernization of the Senate Office Building.

As we discussed in the conference call on Friday 8-27-21, it was decided to include the work associated with the above referenced HVAC Modernization project into our Office Suite Renovation project. We have contacted Carson Hicks of Structural Engineering Group to assist in the design of the floor openings. He is familiar with the building and has assisted us in previous work at the SOB.

Our scope of work includes field investigations, development of construction documents and construction administration. We propose to provide architectural and engineering additional services for the scope above for a fee of \$8,310. We have attached our fee proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment

Approved
Reynold Meyer
13 Sep 2021

- Reviewing the existing Penthouse Level structural framing at the mechanical room for the new mechanical equipment loading to determine if supplemental structural framing is required. If supplemental structural framing is required this will be provided as an additional service.
- Local meetings in Tallahassee, Florida.
- One (1) response and review for building department comments.
- One (1) shop drawing review per submittal. We anticipate a total of two (2) submittals. We will provide structural design performance criteria and conformance review for delegated items.
- Limited Construction Administration (Responding to Requests For Information (RFI) and providing Structural Sketches (SSK) as required).
- One (1) site visit during Construction.

The following items are excluded from our Basic Services (Scope of Services):

- Structural Specifications, Structural Notes on the drawings will take the place of Structural Specifications.
- Design of delegated structural items such as product approved items, prefabricated wood trusses, prefabricated exterior architectural canopies, pre-cast concrete, open web steel joist, light gage cold form steel, and aluminum components.
- Wind studies, vibration studies, or testing.
- Estimates of probable construction cost.
- Site structures such as retaining walls, stairs, sidewalks, flagpoles, light poles, swimming pools, etc.
- The design and detailing of non-structural elements, architectural systems, and non-bearing partitions.
- Additional site visits during Construction other than One (1) specified above. If additional site visits are required, they will be billed at the Senior Project Engineer's rate as shown in Exhibit A "Hourly Billing Rate Schedule" for a minimum of four (4) hours per trip.
- Threshold Inspections during Construction. If required, Structural Engineering Group can provide these services at the hourly rates under the Construction Management section of Exhibit A "Hourly Billing Rate Schedule". We can provide the estimated hours to provide Threshold Inspections based on the Construction Schedule.
- Revisions, SSKs, or redesign due to contractor errors or changes without prior authorization.

Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum Fee as follows:

Construction Documents for Scope of Services Above.....	\$4,400
Limited Construction Administration	\$600
One (1) Site Visit During Construction	\$600
Total	(Five Thousand Six Hundred Dollars) \$5,600

Reimbursable Expenses as defined by AIA C401 shall be invoiced at 1.2 times costs.

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
September 13, 2021

ADDITIONAL SERVICES - Structural Design

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	2	0	0	2	4
Field Investigation/Measurement Drawings	0	4	2	0	6
User Design Meetings	0	0	0	0	0
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	4	8	0	12
Checking & Coordination	0	4	4	0	8
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	1	0	0	1
Final Completion/Close Out Docs	0	1	0	0	1
TOTAL HOURS	2	14	14	2	32
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$260.00	\$1,540.00	\$840.00	\$70.00	\$2,710.00
Structural Engineering Fee					\$5,600.00
TOTAL COST					\$8,310.00

Hicks
Nation
Architects
Incorporated

September 7, 2021

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

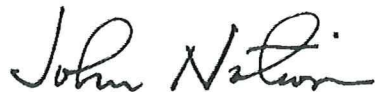
We are herein submitting this additional service request for the additional electrical scope of work to be added to the renovations of the Senate Office Building. The additional scope of work was outlined in an email from Cory Allen. The first three items in the email will be included in the project and are listed below:

- 1.a. Replacement of existing branch lighting circuits with new.
- 2.b. Replacement of existing lighting panelboards with new.
- 2.a. Replacement of existing branch receptacle circuits with new.
- 2.b. Replacement of existing receptacle panelboards with new.
3. Replacement of existing receptacles and cover plates with new.

Our scope of work includes field investigations, development of construction documents and construction administration. This additional scope of work will be incorporated into the Construction Documents Submittal that has been rescheduled for October 1, 2021. We propose to provide architectural and engineering additional services for the scope above for a fee of \$60,115. We have attached Cory Allen's email outlining the additional scope of work and our fee proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment

APPROVED
Reynold Meyer
8 Sep 2021

John Nation

From: Cory Allen <cory@pinnacleengineering.biz>
Sent: Thursday, August 26, 2021 9:10 AM
To: John Nation
Cc: Craig Allen; Richard Follmar; Frank Lovelace
Subject: Senate Office Building - Electrical

John,

During this project several items have come to light that we would like to bring to the owner's attention. These items would be convenient and cost effective for the owner to address during our upcoming project due to the extent of demolition that will occur. Complete removal of ceiling, sheet rock, etc. will allow easy access to items that will not be accessible again for some time.

1) New Lighting Panelboards and Branch Circuits

Currently our scope is to design new lighting fixture layouts while re-using existing lighting branch circuits and panelboards. The existing lighting circuiting and panelboards are original to the building (approximately 50 years old). They are past their useful life expectancy and in need of replacement. The lighting circuits have shared neutrals and use the conduit for grounding. These are old methods that are not commonly used in new construction. In all locations where new lighting is being installed, we recommend removing and replacing the associated lighting panelboards and branch circuits with new.

2) New Receptacle Panelboards and Branch Circuits

Our current scope does not include modifying existing receptacle panelboards and branch circuits (except in a few locations including the 2nd floor conference rooms and new entry level dining). Recently it was brought to our attention that in certain areas the existing sheet rock will be removed down to the studs. In these areas we recommend removing and replacing existing receptacle branch circuits and associated panelboards for the same reasons mentioned above under item #1.

3) Replace Receptacle and Cover Plates

Presently there is a mix of different colored receptacles, and cover plates located throughout the Senate Office Building. In addition, many of these receptacles are old and in need of replacement. Instructing the contractor to provide new receptacles and cover plates would provide a consistent appearance throughout the building along with a needed upgrade.

4) New Distribution Panelboards and Feeders

Our firm designed the current 12,470V and 480V switchgear upgrade that is currently underway at the Senate Office Building. There are several smaller distribution panels and feeders throughout the Senate Office Building that are not part of this project but are also in need of replacement. Now would be a good time to consider replacement.

Item #1 could be incorporated into the existing project schedule. Item #3 could also be incorporated if Brian Marconnet thinks a general note (in place of detailed drawing) would be sufficient for his subcontractor. Items #2 and #4 would require additional time (at least a month) and involve a couple weeks of field work.

If it would help, we would happily sit down to discuss/review these items with you and representatives from the Senate. Please let me know how you would like to proceed.

Thank you,

Cory Allen
Pinnacle Engineering
(850) 422-1763

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

**HN: SENATE OFFICE BUILDING 2nd, 3rd & 4th FLOOR REMODEL
(Additional Services #3 - Electrical Circuits, Panels, Receptacles & Plates)**

2-Sep-21

Pre-Design

PERSONNEL TIME AND COSTS

[illegible]

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
September 7, 2021

ADDITIONAL SERVICES - Expansion of Electrical Design

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	2	0	0	4	6
Field Investigation/Measurement Drawings	0	0	0	0	0
User Design Meetings	0	4	0	0	4
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	8	8	0	16
Checking & Coordination	0	8	4	0	12
Specifications	0	0	0	0	0
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	0	0	0	0
Final Completion/Close Out Docs	0	0	0	0	0
TOTAL HOURS	2	20	12	4	38
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$260.00	\$2,200.00	\$720.00	\$140.00	\$3,320.00
Electrical Engineering Fee					\$56,795.00
TOTAL COST					\$60,115.00

Hicks
Nation
Architects
Incorporated

September 7, 2021

APPROVED
Reynold Meyer
8 SEP 2021

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

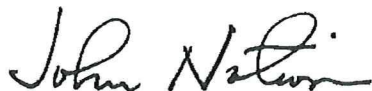
We are herein submitting this additional service request for the Technical Specifications for Asbestos Abatement and Mold Remediation Design for the Senate Office Building.

As you know, Mihir Environics Inc. (MEI) completed the updated Asbestos Survey on August 25, 2021 and the Mold Contamination Assessment Report on September 21, 2018. Now that the surveys and assessments are complete, and the scope of work defined, MEI has submitted their fee proposal to create the Technical Specifications for the removal of the asbestos and mold.

We have attached the fee proposal from MEI for the Technical Specifications. The fee for this work comes to \$13,208. Adding the 8% administrative mark-up of \$1,056 brings the total to \$14,264. Once the specifications are complete, we'll issue to Allstate Construction for the bidding of this work. MEI's fee does not include a fee to monitor the asbestos abatement and mold remediation. This fee will be submitted after they coordinate the abatement schedule with Allstate.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment



Mihir Environics Inc.

Environmental Health & Safety Consultants
3161 ELIZA ROAD, UNIT 2, TALLAHASSEE, FL 32308
PHONE: (850) 422-1255 FAX: (850) 422-1866
www.mihirenvironics.com

07 September 2021

John Nation, AIA
Hicks Nation Architects, Inc.
1382 Timberlane Road
Tallahassee, Florida

MEI Proposal No. 21-098

Re: Asbestos Abatement and Mold Remediation Design
Senate Office Building
Capitol Complex, Tallahassee, Florida

Dear Mr. Nation:

Mihir Environics Inc. (MEI) is pleased to submit this quotation in response to your recent request to provide asbestos abatement and mold remediation design for the Senate Office building (SOB), Capitol Complex. This quotation provides a proposed lump sum fee for our firm to provide asbestos abatement and mold remediation design services.

The scope of work includes asbestos abatement of asbestos containing material (ACM) as identified during recent asbestos survey update of the SOB. Mold remediation of HVAC high-pressure duct and stabilizing mold growth inside VAVs and low-pressure ducts prior to demolition.

Task 1 - Asbestos Abatement and Mold Remediation Design

MEI will prepare technical specifications and drawings for the removal of all asbestos-containing materials (ACM) from the building. Tasks involved in the preparation of the technical specifications and drawings include:

- Asbestos abatement and mold remediation scope of work will be finalized after discussion with the Owner, Architect, and the Construction Manager.
- Field Work/Data Assembly: Licensed asbestos consultant and technician personnel will investigate the project site to: (i) discuss asbestos abatement and mold remediation scope of work based on the survey information and Architect's scope of work for demolition (ii) incorporate survey verification information for abatement documents; (iii) review design development drawings and reports to determine asbestos abatement and mold remediation scope of work (iv) obtain technical data related to the anticipated abatement plan for the project.
- Draft (50% Construction Documents) Engineering Design: Design personnel will assemble previously gathered data and prepare the asbestos abatement and mold



John Nation, AIA
Hicks Nation Architects, Inc.
Re: Asbestos Abatement and Mold Remediation Design
Senate Office Building
Capitol Complex, Tallahassee, Florida
MEI Proposal No. 21-098

-2-

9/7/2021

remediation design. Design drawings and technical specifications will comprise the asbestos abatement technical specifications and detailed drawings. Draft (50%) design submittals (technical specifications and drawings) will be provided for review and comments.

- Final Engineering Design: MEI will incorporate review comments of the Draft (50%) submittals to provide final asbestos abatement technical specifications.

LIST OF APPLICABLE ASSUMPTIONS

- Hicks Nation Architects (HNA) will prepare the contractual, or "front end" documents. MEI will provide insurance requirements as well as other items to be included in the contract documents if necessary.
- HNA will provide existing floor plan drawings and a demolition drawing AutoCAD files for MEI use for asbestos abatement drawings.
- MEI will provide electronic pdf file of the Draft and Final submittal.
- The design drawings will be 11" X 17" in size. The drawings will include a schematic representation of the work areas affected by the abatement. Project specific notes and a proposed work area layout will be included.
- Inaccuracies in the record drawings, hidden conditions will lead to additional efforts for design during construction phase. Such efforts will be provided as additional services.
- Proposed lump sum fee does not include project monitoring during abatement and remediation.

PROPOSED FEE AND SUBMITTAL SCHEDULE

Based on the Scope of Work and the assumptions listed above, MEI will provide these services for a lump sum fee of \$ **13,208.00**.

Project submittals will be submitted on schedule determined by HNA. Estimated time to prepare Draft design documents will be approximately three weeks after receipt of demolition scope of work and other information. Estimated time to prepare Final design documents will be approximately one weeks after receipt of review comments from HNA.



John Nation, AIA

Hicks Nation Architects, Inc.

Re: Asbestos Abatement and Mold Remediation Design

Senate Office Building

Capitol Complex, Tallahassee, Florida

MEI Proposal No. 21-098

-3-

9/7/2021

If this proposal is satisfactory, please issue a purchase order or authorize MEI to proceed with this work by signing and returning a copy of this proposal. Please attach a copy of this proposal to the purchase order.

INVOICE SCHEDULE

Invoices will be submitted upon submittal of final specifications.

Proposal for project monitoring will be submitted after submittal of asbestos abatement specifications.

CLOSING

We appreciate the confidence you have shown in our capabilities by requesting this quotation. We will do everything possible to demonstrate that confidence is well founded.

If you have any questions regarding our fee structure or the services to be provided, please call me.

Sincerely,

MIHIR ENVIRONICS, INC.

A handwritten signature in black ink, appearing to read 'Ajay Thakkar', is written over a faint circular stamp or logo.

Ajay Thakkar, CIH
Principal Project Direct

*Approved
Reynold Meyer
9 Aug 2021*

August 9, 2021

**Hicks
Nation**
Architects
Incorporated

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

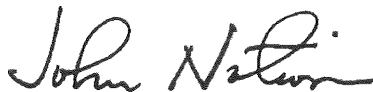
We are herein submitting this additional service request for an asbestos survey update for the existing Lower level, Entrance Level and Mechanical Penthouse floors of the Senate Office Building.

As you know, the Senate has now included the above referenced floors into the scope of work for this renovation project. The most current asbestos survey was completed in December 2011. DMS has recommended that we complete updated test on the gypsum board joint compound and gypsum board mastic at the window jambs on these floors in the Senate Office Building.

We have contacted Ajay Thakkar with MEI to provide us a proposal for the survey update. MEI completed the 2011 Asbestos Update Report as well as the Mold Survey for the Senate Office Building and is familiar with the Capitol Complex. We have attached the fee proposal for MEI for the survey work. The fee for the survey comes to \$3,450. Adding the 8% administrative mark-up of \$276 brings the total to \$3,726. Once the survey is complete, we'll know the extent of the ACM. If abatement work is required we will need an abatement work plan and monitoring of the abatement. That work can be provided by MEI as well, and we'll get a proposal from them should that work be needed.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment



Mihir Environics Inc.

Environmental Health & Safety Consultants
3161 ELIZA ROAD, UNIT 2, TALLAHASSEE, FL 32308
PHONE: (850) 422-1255 FAX: (850) 422-1866
www.mihirenvironics.com

QUOTATION

09 August 2021

John Nation, AIA
Hicks Nation Architects, Inc.
1382 Timberlane Road
Tallahassee, Florida

MEI Proposal No. 21-083

Re: Asbestos Survey Update – Floors EL-LL-Penthouse
Senate Office Building
Capital Complex
Tallahassee, Florida

Dear Mr. Nation:

Mihir Environics Inc. (MEI) is pleased to submit this proposal in response to your recent request. This proposal provides fee to perform asbestos survey update of the floors Entry Level (EL), Lower Level (LL) and Penthouse of the Senate Office Building.

Scope of Work

Asbestos Survey Update

- Asbestos survey update will include floors EL, LL and Penthouse except central core area.
- MEI will review available previous asbestos survey and abatement information.
- MEI personnel will inspect and verify previous survey/abatement information.
- Asbestos survey will include collection and analysis of additional suspect asbestos containing material. MEI will collect up to 10 bulk samples of suspect asbestos containing material per floor from the building. Representative samples will be collected and analyzed by polarized light microscopy (PLM) on 1-day turnaround basis. MEI will not be responsible for repair of the bulk sample collection locations.
- Preparation of asbestos survey update report, which will include pertinent information from previous records, summary of additional sample analysis results, quantity of ACM, photographs, and drawings. Survey report will be submitted within four weeks upon completion of field work.



John Nation, AIA
Hicks Nation Architects, Inc.
Re: Asbestos Survey Update – – Floors EL-LL-Penthouse
Senate Office Building
Capital Complex, Tallahassee, Florida

MEI Proposal No. 21-083

Page 2 of 2

08/09/21

Based on the scope of work above, the asbestos survey will be provided for a fee of lump sum \$ **3,450.00** based on the following costs.

EL Floor	\$ 950.00
LL Floor	\$ 1,250.00
Penthouse	\$ 1,250.00

INVOICE SCHEDULE

Invoices will be submitted monthly for the part of the work completed.

We appreciate the confidence you have shown in our capabilities by requesting this quotation. We will do everything possible to demonstrate that confidence is well founded. If this quotation is satisfactory, please issue a purchase order to authorize us for this work. Please make certain this proposal accompanies the purchase order. If you have any questions, please feel free to call me.

Sincerely,

MIHIR ENVIRONICS INC.

A handwritten signature in black ink, appearing to read 'Ajay Thakkar'.

Ajay Thakkar, CIH
Principal Project Director

Hicks
Nation
Architects
Incorporated

June 25, 2021

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request for the above referenced project. As you know the 2nd floor (Phase I) construction phase was cancelled for the summer of 2021 and has been rescheduled for the summer of 2022. We are currently working on the design of the 3rd floor (Phase II) and 4th floor (Phase III) renovations which are also to be constructed in the summer of 2022. As a result of the 2nd floor construction cancellation, we're combining the 2nd, 3rd & 4th floors into one set of construction documents.

Similar to the 2nd floor, the 3rd & 4th floors will have the same additional scope of work added to the project. In addition to the 3rd & 4th floor increased scope of work, the Senate would also like to renovate spaces on the Lower and Entrance levels. The additional scope of work is listed below:

3rd & 4th Floor Increased Scope similar to the 2nd Floor:

1. The Original Scope of work was for 15,300 SF per floor of new lighting and fire sprinkler head relocations.
The Current project scope area is 19,164 SF per floor (3rd & 4th).
2. Addition of new TV's and interactive displays.
 - a. Design power receptacles with electric circuits to existing panel.
 - b. Design TV outlets with RG6 and CAT 6 cabling to communications closet.
 - c. Does not include addition of new electric panels. Assume existing capacity is available.

Approved
25 Jun 2021
Reynold Meyer

3. Coordinate Ceiling Devices.
 - a. MEP support in the development of a coordinated reflected ceiling plan.
 - Fire Alarm (Note: Separate project underway at Capitol Complex)
 - Speakers
 - Air Diffusers and Grilles
 - Wireless Access Points
 - Fire Communication Antennas
 - Remote Indicators
4. HVAC
 - a. New Transfer Ducts for Return Air Paths (due to existing wall extensions to deck).
 - b. Coordination with Electrical & Architectural for new Air Device Locations.
 - c. Revisions to DMS HVAC plans based on modifications for existing wall extensions.
5. Fire Sprinkler - Branch Line Modifications (To accommodate new HVAC & Electrical).
6. Doors
 - a. Install electronic door locks on corridor and Senator Office doors.
 - b. Design CAT 6 cabling from communications closet to new POE door locks and signage.
7. Electronic Signage
 - a. Install electronic suite signs at corridors and wayfinding signs (2) in corridor.

Additional Scope Added to Project:

1. Renovate approximately 1,044 sf on the Entrance level for a Members dining facility.
 - a. Redesign existing partition locations and ceilings.
 - b. Design power & systems to accommodate reconfigured floor plan.
 - c. HVAC Modifications.
 - d. Redesign existing Breakroom into a serving kitchen similar to the Senator's Lounge behind the Senate Chamber.
2. Renovate the Break Area in Suite 402 to include a sink and new casework.
 - a. Design new cabinets and sink location.
 - b. Install water and drain for new sink.
 - c. Electrical modifications.
3. Install bullet resistant panels at the existing Member's desk on the Lower Level, Entrance Level, 3rd & 4th floor Meeting Rooms.
4. Install new LED light fixtures in the existing Meeting Rooms on the Lower Level, Entrance Level, 3rd & 4th floors to replace the existing light fixtures.

5. Install new slip resistant stair treads, LED lighting and paint in the existing stair towers.
6. CAT 6 Cabling
 - a. Design for upgrade/replacement of the existing data cabling, jacks and cover plates for existing communications outlets identified on sketches provided by Bob Endress for the LL, EL, 2nd, 3rd, and 4th floors.
 - b. Design for additional new communication outlets on the LL, EL, 2nd, 3rd, and 4th floors at locations identified on sketches provided by Bob Endress.
 - c. Scope shall extend from the communication/TV outlet to terminations on new patch panels in the communication closet. New patch panels shall be installed on existing rack.
 - d. Update drawings to incorporate new Senate standards dated 06/03/2021.
7. Install new carpet throughout the Senate Office Building and replace the existing carpet on the 4th floor of the Capitol from the Senate Office Building bridge to the Capitol rotunda.

The scope of work for this additional service request consists of field investigation, planning, review meetings and construction administration. We will incorporate this additional design work into the construction documents and combine all phases of work to be completed in the Senate Office Building into one set of construction documents.

The dehumidification for the 2nd, 3rd, and 4th floors of the Senate Office Building is not included in this additional service request. This design work will be submitted to DMS as part of the HVAC renovation project.

We propose to provide the additional service design work for a fee of \$124,306. We will coordinate our design with Allstate Construction to keep construction cost to a minimum. We have attached our Fee Proposal for your review.

Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink that reads "John W. Nation". The signature is fluid and cursive, with a prominent "J" and "N".

John W. Nation, AIA

JWN/ecn

Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

HN: Senate Office Building 2nd, 3rd & 4th Floors

10-Jun-21 (Rev #2 June 24, 2021)

Additional Services #2 - 3rd & 4th Floors and Entrance Level

PERSONNEL TIME AND COSTS

Items #1-#5	\$77,386
Item #6	<u>\$32,000</u>
TOTAL	<u>\$109,386</u>

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
Senate Office Building
Capitol Complex
Tallahassee, Florida
June 25, 2021

ADDITIONAL SERVICES

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	8	0	0	8	16
Field Investigation/Measurement Drawings	0	8	8	0	16
User Design Meetings	8	0	0	0	8
Schematic Design	0	8	16	0	24
Design Development	0	4	24	0	28
Construction Documents	0	4	24	0	28
Checking & Coordination	8	16	0	0	24
Specifications	0	8	0	4	12
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	2	0	2	4
Final Completion/Close Out Docs	0	2	0	2	4
TOTAL HOURS	24	52	72	16	164
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$3,120.00	\$5,720.00	\$4,320.00	\$560.00	\$13,720.00
Structural Engineering Fee					\$1,200.00
MEP Engineering Fee					\$109,386.00
TOTAL COST					\$124,306.00

APPROVED
R. Meyer
28 Feb 2021

February 23, 2021

**Hicks
Nation**
Architects
Incorporated

Mr. Reynold Meyer
Deputy Chief of Staff
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32303

**RE: Office Suite Renovations
Second Floor Phase I
Senate Office Building
Capitol Complex
Tallahassee, Florida
HNA Project No. 2060**

Dear Mr. Meyer,

We are herein submitting this additional service request for the additional scope of work added to the renovations of the 2nd floor of the Senate Office Building. The additional scope of work is listed below:

1. The Original Scope of work was for 15,300 SF new lighting and fire sprinkler head relocations.
The Current project scope area is 19,164 SF.
2. Addition of 55 new TV's and 2 interactive displays.
 - a. Design power receptacles with electric circuits to existing panel.
 - b. Design TV outlets with RG6 and CAT 6 cabling to communications closet.
 - c. Does Not include addition of new electric panels. Assume existing capacity is available.
3. Renovating three (3) Conference Rooms into two (2) larger Conference Rooms (approx 1300 SF).
 - a. Redesign partition locations and ceilings.
 - b. Install operable partition and verify existing construction.
 - c. Design power & systems to accommodate new conference room layout.
 - d. HVAC Modifications.
4. Coordinate Ceiling Devices.
 - a. Support architect in development of a coordinated reflected ceiling plan.
 - Fire Alarm (Note: Separate project underway at Capitol Complex)
 - Speakers
 - Air Diffusers and Grilles
 - Wireless Access Points
 - Fire Communication Antennas
 - Remote Indicators

5. HVAC

- a. New Transfer Ducts for Return Air Paths (due to existing wall extensions to deck).
- b. Coordination with Electrical & Architectural for new Air Device Locations.
- c. Revisions to DMS HVAC plans based on modifications for existing wall extensions.

6. Fire Sprinkler - Branch Line Modifications (To accommodate new HVAC & Electrical).

7. Doors

- a. Install electronic door locks on corridor and Senator Office doors.
- b. Design CAT 6 cabling from communications closet to new POE door locks and signage.

8. Electronic Signage

- a. Install electronic suite signs at corridors and wayfinding signs (2) in corridor.

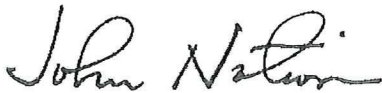
The scope of work for this additional service consists of planning and review meetings and incorporation into the construction documents for the 2nd Floor Phase I project only. We will incorporate this additional design work into the construction documents for the above referenced project. Once the scope of work is determined for the Phase II 3rd & 4th floor renovations, an additional service fee will be submitted for that work.

We propose to provide the additional service design work for a fee of \$29,420. We will coordinate our design with Allstate Construction to keep construction cost to a minimum.

We have attached our Fee Proposal for your review.

Should you have any questions, please call.

Sincerely,



John W. Nation, AIA

JWN/ecn

Attachment

PINNACLE ENGINEERING GROUP, P.A.
ENGINEERING HOURLY ESTIMATE

PROJECT

HN: Senate Office Building 2nd, 3rd & 4th Floors

DATE _____

18-Feb-21

PROJECT BUDGET INFO:

Additional Services #1 - 2nd Floor

SCOPE OF SERVICES

PERSONNEL TIME AND COSTS

	Principal / SR. Engineer	Sr. Mech Engineer	Sr. Elect Engineer	Sr. Elect Designer	Mech CAD	Elect Des/ CAD	Clerical	Total
Additional Service								0
								0
Increased 2nd Floor Project Area		8	1	10	8	10		37
								0
Addition of 55 TV's			1	8		10		19
								0
Renovating Conference Rooms		8	1	10	8	8		35
								0.0
Coordinating Ceiling Devices		8	1.0	10.0	8.0	12.0		39.0
								0
HVAC		56			32			88
								0
Fire Sprinklers		16			16			32
								0
Doors			1	10		8		19
								0
								0
								0
								0.0
								0
								0
TOTAL ENGINEERING HOURS	0.0	96.0	5.0	48.0	72.0	48	0.0	269
Hourly Rates	62.5	45	50.41	42.31	22.5	22.5	14.35	
Sub-Total	\$0	\$4,320	\$252	\$2,031	\$1,620	\$1,080	\$0	
Firm Overhead	2.4	2.4	2.4	2.4	2.4	2.4	2.4	
Sub-Total	0	10,368	605	4,874	3,888	2,592	0	
Firm Profit	1.10	1.10	1.10	1.10	1.10	1.10	1.10	
ENGINEERING TOTAL \$	\$0	\$11,405	\$665	\$5,362	\$4,277	\$2,851	\$0	\$24,560

ADDITIONAL SERVICE FEE PROPOSAL

Office Suite Renovations
2nd Floor Phase I
Senate Office Building
Capitol Complex
Tallahassee, Florida
February 23, 2021

ADDITIONAL SERVICES

TASK	Principal Architect	Senior Architect	Cad Technician	Clerical	TOTALS
Correspondence/Administration	0	2	0	4	6
Field Investigation/Measurement Drawings	0	0	0	0	0
User Design Meetings	4	4	0	0	8
Schematic Design	0	0	0	0	0
Design Development	0	0	0	0	0
Construction Documents	0	8	16	0	24
Checking & Coordination	4	4	0	0	8
Specifications	0	4	0	4	8
Bid/Negotiation	0	0	0	0	0
Construction Administration	0	0	0	0	0
Pay Request Review	0	0	0	0	0
Substantial Completion/Punchlist	0	0	0	0	0
Final Completion/Close Out Docs	0	0	0	0	0
TOTAL HOURS	0	22	16	8	46
HOURLY RATES	\$130.00	\$110.00	\$60.00	\$35.00	
SUBTOTAL	\$0.00	\$2,420.00	\$960.00	\$280.00	\$3,660.00
Structural Engineering Fee					\$1,200.00
MEP Engineering Fee					\$24,560.00
TOTAL COST					\$29,420.00



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 14th day of December
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

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


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

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

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

Office Suite Renovations to the Second, Third and Fourth floors of the
Senate Office Building as further described in the attached Special and
Superseding Conditions By and Between Owner and Architect, including the
letter dated December 8, 2020 from John W. Nation, and its Three (3)
attachments.

Approved as
to form
& content.



12/14/20

The Owner and Architect agree as follows.

Init.

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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 (Architect, Owner, or not provided)
§ 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	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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 December 8, 2020 from John W. Nation, and its Three (3) attachments.

§ 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 (15	%)
Design Development Phase	percent (20	%)
Construction Documents Phase	percent (40	%)
Procurement Phase	percent (5	%)
Construction Phase	percent (20	%)

Total Basic Compensation	one hundred	percent (100	%)
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§ 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 December 8, 2020 from John W. Nation, and its Three (3) attachments.

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(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.

Init.



December 8, 2020

Mr. Reynold Meyer
The Florida Senate
The Capitol
404 South Monroe Street
1718 Thomasville Road
Tallahassee, FL 32303

**RE: Office Suite Renovations
Senate Office Building 2nd, 3rd & 4th Floors
State Capitol Complex**

Dear Mr. Meyer,

We appreciate the opportunity to provide architectural services for the above referenced project. We understand that you would like to renovate the entire second floor and perimeter office suites on the third and fourth floors within the Senate Office Building. The second floor contains approximately 20,306 sf., of which approximately 14,378 sf will be renovated. The perimeter office suites on the third and fourth floors contains approximately 11,378 sf each.

We understand that office suite renovations will include the following:

1. Installation of new finishes including carpet, base, ceilings and wall paint.
2. Renovation of existing perimeter HVAC system. (See detail scope)
3. Installation of new lighting and controls.
4. Soundproofing office suites.
5. Installation of electronic locks. (To be determined)
6. Partition relocation for office suite redesign. (Minor renovations included in fee)

Our scope of work includes field investigation/verification of existing conditions, meetings to review the design, coordination with our engineers and construction manager, creation of construction documents and construction administration. We have discussed this project with Craig Allen of Pinnacle Engineering, Inc. and they will serve as our mechanical and electrical engineers for the project. Pinnacle Engineering has extensive experience working with DMS on state facilities and are currently designing the HVAC renovations to the Senate Office Building.

We understand that you would like to start construction on the second floor renovations after the 2021 Legislative session and start construction on the third and fourth floor renovations after the 2022 session. Since we have little time left

before the end of the 2021 Legislative session, we are recommending that the project be divided into three phases. Phase I will include the second floor renovation, Phase II will include the third floor renovations and Phase III will include the 4th floor renovations.

As you know the HVAC renovation for the Senate Office Building is already being designed by Pinnacle Engineering. The design fee for this work is being paid for under a DMS contract. Since the design fee for this work is already paid for, we will deduct that fee from our overall design fee. This fee is for the 2nd, 3rd & 4th floors only. We understand that the construction cost for this work will be paid for by the Senate. The remaining Lower Level and Entrance level design fees and construction cost will be paid for by DMS.

We have discussed the Senate Office Building HVAC renovations with Craig Allen to determine the construction cost for this work. In addition to the new VAV boxes, duct and diffusers, the scope of work also includes eliminating the perimeter heating system, upgrading electrical to convert to electrical heat at the VAV boxes and a complete upgrade of the HVAC controls including existing systems to remain. The total construction cost for this work is estimated to be \$7,000,000 with the cost for the 2nd, 3rd & 4th floors to be \$4,200,000.

We have reviewed this project with Allstate Construction and based on the current bidding climate we believe the construction cost for interior renovations discussed herein without the HVAC renovations is running around \$100/sf. This includes the added cost for renovating space within the Capitol Complex. Using this square footage cost we estimate the Phase I probable cost of construction to be 14,378 s.f. x \$100 = \$1,437,800 + \$1,800,000 (HVAC Renovations) = \$3,237,800. The Phase II & III probable cost of construction will be 11,378 sf x \$100 = \$1,137,800 + \$1,200,000 (HVAC Renovations) = \$2,337,800 for each floor.

We believe that this type of project requires considerable attention during the construction administration phase and have included sufficient time for the design team to meet every two weeks during the construction and also review the work on a weekly basis. A full time clerk-of-the-works has not been included, but the more intense construction administration has been included as an additional service.

We propose to provide basic architectural and engineering services for the Phase I work described herein for a fee of \$269,789. This basic service is in line with the DMS fee curve for repairs and renovations Group "C" for the probable construction cost estimate, $\$3,237,800 \times 8.33\% = \$269,789$. The basic architectural and engineering services for Phase II & III work described herein is for a fee of \$198,300 each. This basic service fee is in line with the DMS fee curve for repairs and renovations Group "C" for probable construction cost of $\$2,337,800 \times 8.43\% = \$198,300$. Additional service fees will be included as outlined above. A summary of the fees for Phase I, Phase II and Phase III are included below.

Mr. Reynold Meyer
December 8, 2020
Page 3

Summary:

Phase I – 2nd Floor Renovations

A/E Basic Services	\$269,789
Additional Services:	
Measured Drawings of Existing Facilities	7,900
<u>Intensive Construction Administration</u>	+ 7,680
Sub-Total Fee	\$285,369
<u>HVAC Design Fee Deduction</u>	- \$144,080
Total Fee	\$141,289

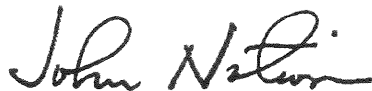
Phase II & III – 3rd & 4th Floor Renovations

A/E Basic Services	\$198,300
Additional Services:	
Measured Drawings of Existing Facilities	5,900
<u>Intensive Construction Administration</u>	+ 5,760
Sub-Total Fee	\$209,960
<u>HVAC Design Fee Deduction</u>	- \$95,493
Total Fee for each Phase	\$114,467

We have attached the Payment Schedule and Project Schedule for Phase I, II & III 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

**Office Suite Renovations
Senate Office Building
2nd, 3rd & 4th Floors
The Florida Senate
Tallahassee, Florida
December 8, 2020**

Phase I - PAYMENT SCHEDULE

TASK	Percentage	Fee
Schematic Design Documents	15%	\$21,193.35
Design Development Documents	20%	\$28,257.80
Construction Documents	40%	\$56,515.60
Permit & Bid	5%	\$7,064.45
Construction Administration	20%	\$28,257.80
Total	100%	\$141,289.00

Phase I - DESIGN SCHEDULE

TASK	Duration	Completion Date
NTP		December 14, 2020
Field Investigation	5 days	December 18, 2020
Schematic Design	21 days	January 8, 2021
Review	7 days	January 15, 2021
Design Development	21 days	February 5, 2021
Review	7 days	February 12, 2021
100% Construction Documents	28 days	March 12, 2021
Total	89 days	

**Office Suite Renovations
Senate Office Building
2nd, 3rd & 4th Floors
The Florida Senate
Tallahassee, Florida
December 8, 2020**

Phase II - PAYMENT SCHEDULE

<i>TASK</i>	Percentage	Fee
Schematic Design Documents	15%	\$17,170.05
Design Development Documents	20%	\$22,893.40
Construction Documents	40%	\$45,786.80
Permit & Bid	5%	\$5,723.35
Construction Administration	20%	\$22,893.40
Total	100%	\$114,467.00

Phase II - DESIGN SCHEDULE

<i>TASK</i>	Duration	Completion Date
NTP		TBD
Field Investigation	14 days	
Schematic Design	21 days	
Review	7 days	
Design Development	28 days	
Review	14 days	
100% Construction Documents	35 days	
Review	14 days	
CD Permit Documents	14 days	
Total	147 days	

**Office Suite Renovations
Senate Office Building
2nd, 3rd & 4th Floors
The Florida Senate
Tallahassee, Florida
December 8, 2020**

Phase III - PAYMENT SCHEDULE

TASK	Percentage	Fee
Schematic Design Documents	15%	\$17,170.05
Design Development Documents	20%	\$22,893.40
Construction Documents	40%	\$45,786.80
Permit & Bid	5%	\$5,723.35
Construction Administration	20%	\$22,893.40
Total	100%	\$114,467.00

Phase III - DESIGN SCHEDULE

TASK	Duration	Completion Date
NTP		TBD
Field Investigation	14 days	
Schematic Design	21 days	
Review	7 days	
Design Development	28 days	
Review	14 days	
100% Construction Documents	35 days	
Review	14 days	
CD Permit Documents	14 days	
Total	147 days	

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.) Intensive Construction Administration

In addition to the Basic Services as described in the B101, the Architect will provide intensive construction administration duties as an Additional Service in Article 4 of B101. These duties include weekly meetings and observations and/or inspections with the Construction Manager during the Construction phase of the Work. Additionally, the Architect will provide, on a daily basis if needed, interpretations and clarifications regarding the construction drawings.

3.) 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.

4.) 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.

5.) 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 Second, Third & Fourth Floors of the Senate Office Building and, further described as Phase I, II & III in the attached letter and its Three (3) attachments. (Phase I, II & III Payment/Design Schedule) signed by John Nation, and dated December 8, 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 for Phase I.

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

Phase II & III Commencement and Substantial dates to be determined.

6.) 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.

7.) 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.

8.) 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.

9.) 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.

10.) 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 as follows:

Phase I - \$3,237,800

Phase II - \$2,337,800

Phase II - \$2,337,800

Basic Services	Fee
Phase I – Basic (8.33%) X 3,237,800	\$269,789 – \$144,080 = \$125,709
Phase II – Basic (8.43%) X 2,337,800	\$198,300 - \$95,493 = \$102,807
Phase III - Basic (8.43%) X 2,337,800	\$198,300 - \$95,493 = \$102,807

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:

Additional Services – Phase I	Itemized Fee	Total
Intensive Construction Administration	7,680.00	
Measurements of Existing Facilities	7,900.00	
Subtotal of Additional Services		15,580
Subtotal of Basic Services		125,709
Total Fee		\$141,289.00

Additional Services – Phase II	Itemized Fee	Total
Intensive Construction Administration	5,900.00	
Measurements of Existing Facilities	5,760.00	
Subtotal of Additional Services		11,660
Subtotal of Basic Services		102,807
Total Fee		\$114,467.00

Additional Services – Phase III	Itemized Fee	Total
Intensive Construction Administration	5,900.00	
Measurements of Existing Facilities	5,760.00	
Subtotal of Additional Services		11,660
Subtotal of Basic Services		102,807
Total Fee		\$114,467.00

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:

Task – Phase I	Percentage of Total Fee	Payment
Schematic Design Documents	15%	\$21,193.35
Design Development Documents	20%	\$28,257.80
Construction Documents	40%	\$56,515.60
Permit & Bid	5%	\$7,064.45
Intensive Construction Administration	20%	\$28,257.80
Total Fee	100%	\$141,289.00

Task – Phase II	Percentage of Total Fee	Payment
Schematic Design Documents	15%	\$17,170.05
Design Development Documents	20%	\$22,893.40
Construction Documents	40%	\$45,786.80
Permit & Bid	5%	\$5,723.35
Intensive Construction Administration	20%	\$22,893.40
Total Fee	100%	\$114,467.00

Task – Phase III	Percentage of Total Fee	Payment
Schematic Design Documents	15%	\$17,170.05
Design Development Documents	20%	\$22,893.40
Construction Documents	40%	\$45,786.80
Permit & Bid	5%	\$5,723.35
Intensive Construction Administration	20%	\$22,893.40
Total Fee	100%	\$114,467.00

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).

11.) 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

*If legal notice, copy provided to:

Jeremiah Hawkes, General Counsel
Suite 302, The Capitol
404 South Monroe Street
Tallahassee, FL 32399
Hawkes.Jeremiah@flsenate.gov

Architect:

John Nation
1382 Timberlane Rd., Ste C
Tallahassee, FL 32312
jnation@hicksnation.com

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Addendum to Architect Services Agreement dated December 14, 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

Deputy Chief of Staff, Florida Senate



Architect- John Nation

President, Hicks Nation, Architects, Inc.