

AGREEMENT FOR ARCHITECTURAL SERVICES
FOR MINOR PROJECTS

THIS AGREEMENT

made this _____ day of _____, 2016, by and between Florida Atlantic University Board of Trustees (hereinafter called the "Owner"), and _____ Federal I.D. Number: _____, hereinafter called the Architect.

WHEREAS, the primary intent of this Agreement is to obtain professional architectural services for projects related to the Florida Atlantic University; however, other universities in State University System may at their discretion utilize this Agreement to obtain professional architectural services when the nature of their projects makes such an arrangement convenient.

WHEREAS, Minor Projects shall include repairs, modifications, alterations, and new construction projects whose Project Amounts as defined in Paragraph 7.1 hereinafter do not exceed \$2,000,000; or planning or study activities for which the fee does not exceed \$200,000.

WHEREAS, the Architect understands that this Contract is exclusive and that the Owner, at its discretion, may hire other Architects or Engineers for any given Minor Project(s) and may retain other Architects or Engineers for Minor

Principal Architect	\$ 0.00
Project Manager	\$ 0.00
Project Architect	\$ 0.00
Interior Designer	\$ 0.00
Architectural Drafting	\$ 0.00
Clerical Support	\$ 0.00

2.2 For Additional Services, only when approved in writing by the Owner or, compensation based on the provisions of Paragraph 2.1 above.

2.3 The Owner shall determine whether the compensation is to be based on a lump sum or on the above listed hourly rates.

2.4 The hourly rates may be revised only by written amendment to this agreement signed by both parties.

ARTICLE 3. ARCHITECT'S BASIC SERVICES

3.1 Preliminary Design Phase. If authorized by the Owner:

3.1.1 Upon written notice to proceed for a project, the Architect shall consult with the Owner to ascertain the requirements of the project.

3.1.2 The Architect shall prepare Schematic Design Studies to a recommended solution together with a general description of the Project for approval by the Owner, and shall submit to the Owner an estimate of Probable Project Construction Cost based on current area, volume, or other unit costs.

3.1.3 The Architect shall prepare, from the approved Schematic Design Studies, the Design Development Documents consisting of plans, elevations and other drawings, including perspective sketches and outline specifications to fix and illustrate the size and character of the entire project in its relation to kinds of materials, type of structure, mechanical

and electrical systems and such other work as may be required. The Architect shall submit the Design Development

4.4 The Owner shall arrange and pay for such legal, ~~ag~~ and insurance counseling services as may be required by the Owner for the Project.

contract because the lowest acceptable bid is greater than available funds shall be cause for the Architect to be required to revise the project at the Architect's own cost and expense in accordance with the requirements of this Agreement until a contract can be awarded within the Project Amount.

7.2.2 If the Architect advises the Owner in writing, after the Preliminary Design Phase is completed and/or before the Construction Documents are 50% complete, that in the Architect's opinion the scope of the work which the Owner establishes and insists upon will cause the construction cost to exceed the funds available and resolution thereafter of this discrepancy fails, or if the Owner increases the Probable Construction Cost during the Construction Document Phase by adding to the scope and/or requirements and the Architect so notifies the Owner in writing of the probable increase in cost, and the Owner orders the Architect to proceed notwithstanding the Architect shall not be responsible for the Owner not being able to award a construction contract within the available funds. Under such conditions, the compensation for the extra work of the Architect, as required, to include alternates in the Bidding Documents as requested by the Owner and/or to redesign and redraft the contract documents, shall be negotiated as provided for in Article 2 hereinabove.

7.2.3 If an award of construction contract is delayed more than four months following the completion of contract documents the Architect shall be permitted to revise the estimate in accordance with recognized published changes in construction costs.

ARTICLE 8. PERIOD OF SERVICE

8.1 Unless sooner terminated, as provided in Article 1 of this Agreement shall remain in force for a period which may reasonably be required for the design, award of contracts and construction of each Project initiated with a Purchase Order by _____, including extra work and any required extension thereto.

8.2 This agreement may be renewed at the Owner's option for two (2) one year extensions, to be evaluated annually, based upon satisfactory performance of the Architect.

ARTICLE 9. PAYMENTS TO THE ARCHITECT

ARTICLE 10. ARCHITECT'S ACCOUNT RECORDS

10.1 Records relating to payment of the Architect's personnel, consultants, and Reimbursable Expense pertaining to projects included under this Agreement and records of accounts between the Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 11. TERMINATION OF AGREEMENT

11.1 This Agreement may be terminated by either party upon seven days notice by mutual agreement, or should the other party fail substantially to perform in accordance with its terms through

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

14.7 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.

14.8 Prohibition against contingent fees: the Architect warrants that the Architect has not employed or retained any company or person (other than a bona fide employee working solely for the Architect) to solicit or secure this agreement, and that the Architect has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Architect) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement.

14.9 By execution of this document an

14.16 Architect agrees to defend, indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, ~~reasonable~~ attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in its performance under this Agreement.

14.17 During the term of this Agreement, Architect shall, at its own expense, blanket professional liability insurance with a coverage amount of \$1,000,000 and general liability insurance with a coverage amount of \$500,000 per claim and \$1,000,000 per occurrence. The Florida Atlantic University Board of Trustees, Florida Atlantic University, the State of Florida and their respective officers, employees, volunteers and agents shall be named as additional insureds on the general liability policy. An insurance certificate shall be provided to the Owner prior to commencement of any work. The Architect

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

***** ARCHITECT *****

Attest:

CONSULTANT

By: _____

By: _____
Principal

(Name, Title and Corporate Seal)

Date: _____

As Witnessed by:

***** OWNER *****

Florida Atlantic University Board of Trustees

By: _____

Stacy Volnick
Vice President for Administrative Affairs &
Chief Administrative Officer

As Witnessed By:

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Associate General Counsel
Florida Atlantic University

Date: _____