

**Third Amendment to the
Standard Form of Agreement Between Owner and Architect
1987 Edition**

This Third Amendment, is made and entered into this 1st day of October, 2015, to the Standard Form of Agreement Between Owner and Architect (Contract), originally executed on October 24, 2003, by and between The Florida Senate (Senate/Owner) and Hicks Nation Architects, Inc. (Architect), hereinafter collectively referred to as Parties.

WHEREAS, Owner and Architect entered into a Contract for architectural services, including the development of the schematic design, design development, construction documents, bidding or negotiation services, and construction services and other additional services as defined therein, for multiple projects, described as Phases I – VIII, for the Senate in 2003;

WHEREAS, the Parties amended the Contract on or about May 26, 2004, and updated and increased the Guaranteed Maximum Price and the Architect's fee for Phase VII;

WHEREAS, the Parties amended the Contract on or about August 23, 2005, by updating and increasing the probable construction costs, increasing the Architect's fee for Phases III, IV, VI and VIII, delivering signed and sealed construction plans and Project Manual by the Architect to the Owner, and suspending the project as contemplated and authorized in the Contract;

NOW THEREFORE, for good and valuable consideration, the Parties would like to resume the performance of services in the Contract known as "Phase VI, Senate Chamber Renovation" (the Project), revise the scope of services for the Project, revise the probable construction cost estimate, outline the progress and payment schedule, and have agreed as follows:

Article 2: Scope of Architect's Services

Architect's Basic Services

The Parties agree that the Architect, upon the effective date of this Third Amendment, shall resume the performance of Services for the Project in the original Contract and update the set of drawings and specifications booklet (Construction Documents/CD) completed under the original Contract for compliance with applicable laws, statutes, ordinances, building codes, rules and regulations and update the CD with the Senate's needs, including technology updates. The Scope of Work is attached hereto as Exhibit A and incorporated herein by reference.

The Parties agree that the design, construction, and management of the Project is specialized, detailed, and highly complex. The Parties also agree that the compressed timetable due to the location of the work site and the constitutional obligations of the Senate only magnifies the challenging and difficult nature of the Project. The Parties agree that the Architect will assist the Senate with the selection and oversight of the Construction Manager, which is a critical service based on its specific knowledge, experience, and qualifications to perform the work.

The Architect has consulted and identified Larry M. Simmons, PE 17964, mechanical engineer, and Kevin Fleming, PE 48107, of McGinniss & Fleming Engineering, Inc., for electrical engineering consulting services for this project, whose services are included in the Architect's

fee. The Architect may not substitute or change the identified engineers without the prior written approval of the Senate, which shall not be unreasonably withheld.

Architect’s Additional Services

The Parties agree that the acoustical design for the dome ceiling, the electronic/video coordination with Daktronics, and the interior design for the Chamber and Gallery are additional services.

The Architect has consulted and identified Sean Martin, PE 60901, of David H. Melvin Inc., as the structural inspector and threshold engineer for the installation of the dome and associated structure and whose services are included in the Architect’s fee. The Architect may not substitute or change this personnel without the prior written approval of the Senate, which shall not be unreasonably withheld.

Please see Article 3, Project Representation, for Additional Services by the Architect.

Article 3: Project Representation

The Senate intends for the Architect to act as its Project Representative during the construction phase of the Project. The Architect will provide onsite observation of the work performed by the Construction Manager, be available to assist the Construction Manager on a regular basis and upon the request of the Construction Manager, and provide interpretation of the Construction Documents. These “Intensive Construction Administration” services are included in the total fee.

Article 11: Payments to the Architect

Fee for Basic Services

The Parties agree that the Architect’s fee will be based upon the Probable Construction Cost Estimate, attached hereto as Exhibit B and incorporated herein by reference. The Architect warrants that the fee is in accordance with the DMS fee curve for design professionals and is identified as follows:

Services	Fee
Basic (8.06% fee per guideline) X 4,892,930)	\$394,466

The total fee will include a 15% deduction, as outlined in the table below, from the Total Fee for Basic and Additional Services. The deduction is allocated to the schematic design portion of the Project so that the previous schematic design work performed for the Project is not reproduced.

Fee for Additional Services

The fee and itemization of Additional Services are as follows:

Additional Services	Itemized Fees	Totals
Intensive Construction Administration	\$55,000	
Threshold Inspection	\$10,000	
Interior Design	\$15,000	
Acoustical Consultant	\$20,000	
Video System Design/Coordination	\$10,000	
Subtotal of Additional Services		\$110,000
Basic Services	\$394,466	
Total Fee before deduction Deduct Schematic Design Fee (15%)		\$504,466
Schematic Design Fee Deduction (15% * Total Fee)		(\$75,670)
Total Fee		\$428,796

Payment Schedule

The services will be invoiced as follows upon the delivery and acceptance of documents in writing by the Senate in the following payment schedule:

Task	Percentage	Fee
Schematic Design Documents	15%	\$64,319.40
Design Development Documents	20%	\$85,759.20
Construction Documents	35%	\$150,078.60
Permit & Bid	5%	\$21,439.80
Construction Administration upon monthly invoices based on the percentage completion of construction	25%	\$107,199.00
Total	100%	428,796.00

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 payments will be handled in accordance with Sections 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers (2014) and any penalties for late payments will be handled as described therein. The Parties agree that this Contract is contingent upon the Legislature's appropriation of funds.

Time is of the Essence

The Parties agree that time is of the essence in the performance of these services. The Construction Documents must be completed by the end of 2016 Regular Session, March 11, 2016, and all construction must be completed by the 2016 Organization Session on November 22, 2016.

Project Schedule

Task	Duration	Completion Date
Notice to Proceed/Execution of Amendment		October 5, 2015
Field Investigation	14 calendar days	October 19, 2015
Schematic Design	14 calendar days	November 2, 2015
Review & Approval by Senate	7 calendar days	November 8, 2015
Design Development	28 calendar days	December 7, 2015
Review & Approval by Senate	7 calendar days	December 14, 2015
100% completion Construction documents	35 calendar days	January 18, 2016
Review & Approval by Senate	7 calendar days	January 25, 2016
CD Permit Documents	21 calendar days	February 15, 2016
Adv. & Bid of subcontractors	23 calendar days	March 9, 2016
Start of Construction	7 calendar days	March 16, 2016
Substantial Completion	215 calendar days	October 17, 2016
Final Completion	28 calendar days	November 14, 2016

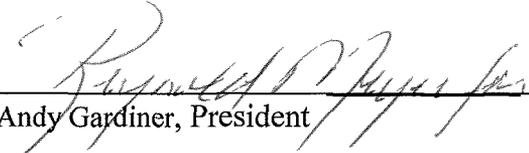
The Parties agree that in accordance with section 2.6.2 of the Contract, that the current edition of the AIA Document A201, General Conditions of the Contract for Construction, in effect at the execution of the Contract is the 1997 edition which includes the definitions for Substantial Completion and Final Completion. All other terms and conditions of the original Contract shall remain in full force and effect.

Effective Date

The effective date of this Amendment is October 2, 2015.

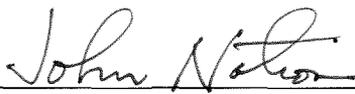
Execution by the Parties

The Florida Senate



Andy Gardiner, President
Date: 1 Oct 2015

Hicks Nation Architects, Inc., AAC001403
1382 Timberlane Road, Suite C
Tallahassee, FL 32312



By: John W. Nation, AR0012778
Date: Oct. 1, 2015

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY



Date 10-1-15

EXHIBIT A

Senate Chamber Renovation Scope of Work

Sept. 24, 2015

We have outlined below a description of the proposed work for this project. In order to meet the schedule, it will be critical for the construction manager to work with the architect/engineer through the design phase so that long lead components of the construction can be ordered to be available to meet the construction schedule. Long lead items include, but are not limited to such items as HVAC equipment, custom carpet, furniture, millwork including doors and trim, door hardware, the Chamber dome and electronic equipment for meeting rooms.

These components will need to be ordered in advance to be available to meet the construction schedule where limited time for construction is anticipated. This will enable us to schedule construction around the legislative session and other functions.

- The Senate Chamber renovations including the meeting rooms off the Chamber, new member desks, modified raised platform (diaz), counter and lecturns, new finishes including a new ribbed dome, new Secretaries area, new Rules area, new handicap lift to access raised platform, new lighting, new ductwork above ceiling and back to existing high pressure spiral ductwork, and new VAV boxes.
- Renovation of the gallery with new carpet, seating, ceiling, light fixtures and railings. The existing doors and glass at the corridor shall remain as is.
- Renovation of the press area with new desks, carpet, railings to comply with code, stairs to comply with code and new lighting.
- Renovation of corridor on 5th floor outside gallery to include new suspended ceiling, light fixtures and carpet since the ceiling must be removed to access ductwork. Painting of walls will also be included.
- Renovation of other 5th floor spaces when necessary to access ductwork to complete HVAC renovations.
- Renovation of the 4th floor men's and women's restrooms and Senate Lounge off the corridor leading to the President's suite.
- Renovation to the corridor leading to the President's suite.

The above generally describes our understanding of the scope of work and at this time and **does not include** changing the double entrance door from the rotunda into the Senate Chamber. No modifications are included to change the finishes in the corridor outside the Senate Chamber except that two doors from the meeting rooms will be removed and the openings closed to match the existing finish.

We understand that the existing electronic voting boards on the sides of the Chamber have recently been upgraded and are not currently included. Although deleting the current voting board and installing new voting monitors on the Senate Chamber front wall was discussed, **this work has not been included** but will be included if we are directed to eliminate the sidewall voting boards.

We intend to include all support systems such as voting buttons on member desks, telephones, hearing assistance, accessibility, voice/data system, etc.

EXHIBIT B

Senate Chamber Renovation		Sept. 24, 2015
Probable Construction Cost Estimate		
<u>Senate Chamber</u>		
Site Preparation/Demolition		\$ 10,000
Plaza Repairs Allowance		5,000
Demolition - Electrical		15,000
Demolition - Mechanical		30,000
Demolition - General		50,000
Patch Existing Slab		5,000
Structural Steel		50,000
Pipe/Tube Railings		70,000
Gallery Ceiling/Protect existing finishes		150,000
Senators Restroom Upgrades		158,500
Rough Carpentry		50,000
Millwork		350,000
Furniture:		
Member Chairs (40)		48,000
Member Desks (40)		200,000
Gallery Seating (130)		250,000
Díaz Furniture (allowance)		16,000
Rules Furniture (allowance)		10,000
Secretary Furniture (allowance)		10,000
Press Gallery (allowance)		15,000
Fire Safing		16,000
Caulking		5,000
Storefront Glass & Glazing		12,000
Doors, Frames & Hardware		24,000
Acoustical Sound Panels		25,000
Acoustical Ceiling		8,000
Dome Ceiling Including Ribs & Lighting Cove		782,200
Drywall/Framing/Insulation		60,000
Carpet/Vinyl		90,000
Paint/Wallcovering		40,000
Audio/Visual		120,000
Bronze Plaque/Eagle Castings		10,000
Fire Protection		65,000
Chair/Platform Lift		24,000
Draperies		20,000
Ductwork & VAV Box Replacement		175,000
Control System		75,000
Electrical		240,000
Special Lighting		115,000
Security System		12,000
Fire Alarm System		20,000
Data/Communication		35,000
Servoreel (45)		29,250
	Subtotal Senate Chamber	\$3,494,950

Senate Chamber Renovation
Probable Construction Cost Estimate - Continued

Sept. 24, 2015

CM Overhead and Fees

Construction Fee	\$349,495
OH & Profit	<u>419,394</u>
Subtotal Overhead and Fees	\$768,889

Cost Estimate Summary

CM Overhead and Fees	\$ 768,889
CM Indirect Costs	279,596
Senate Chamber	3,494,950
Contingency (10%)	<u>349,495</u>
Grand Total	\$4,892,930

Note:

1. The estimate does not include replacement of HVAC equipment serving the chamber and gallery.
2. Asbestos survey and/or abatement is not included.
3. No cost for voting has been included. It is understood that the voting boards on the sides of the chamber have been recently upgraded.
4. No artwork has been included; however, we estimate that \$300,000 - \$350,000 could provide the mural around the dome base.

**Fourth Amendment to the
Standard Form of Agreement Between Owner and Architect
1987 Edition**

This Fourth Amendment, is made and entered into this 11th day of March, 2016, to the Standard Form of Agreement Between Owner and Architect (Contract), originally executed on October 24, 2003, by and between The Florida Senate (Senate/Owner) and Hicks Nation Architects, Inc. (Architect), hereinafter collectively referred to as Parties, as amended by Amendment 1, executed on May 26, 2004; Amendment 2, executed on August 23, 2005; and Amendment 3, executed on October 1, 2015;

WHEREAS, Owner and Architect entered into a Contract for architectural services, including the development of the schematic design, design development, construction documents, bidding or negotiation services, and construction services and other additional services as defined therein, for multiple projects, described as Phases I – VIII, for the Senate in 2003;

WHEREAS, the Parties amended the Contract on or about May 26, 2004, and updated and increased the Guaranteed Maximum Price and the Architect's fee for Phase VII;

WHEREAS, the Parties amended the Contract on or about August 23, 2005, by updating and increasing the probable construction costs, increasing the Architect's fee for Phases III, IV, VI and VIII, delivering signed and sealed construction plans and Project Manual by the Architect to the Owner, and suspending the project as contemplated and authorized in the Contract;

WHEREAS, the Parties resumed the performance of services in the Contract known as "Phase VI, Senate Chamber Renovation" (the Project), revised the scope of services for the Project, revised the probable construction cost estimate, outlined the progress and payment schedule, and executed a Third Amendment on or about October 2, 2015;

NOW THEREFORE, for good and valuable consideration, the Parties desire to expand the scope of services for the Senate Chamber Renovation, as stated in the preceding paragraph, and have agreed as follows:

Article 2: Scope of Architect's Services

Architect's Additional Scope of Service

The Parties agree that the Project will include additional renovations to the fifth (5th) floor Projection and Equipment rooms, including the removal and installation of a new HVAC system above the ceiling, replacement of the existing acoustical ceiling, and lighting. The Architect shall update the set of drawings and specifications booklet (Construction Documents/CD) completed under the original Contract for compliance with applicable laws, statutes, ordinances, building codes, rules and regulations and update the CD with the Senate's needs, including technology updates. The Scope of Work is attached hereto as Exhibit A and incorporated herein by reference.

Article 3: Project Representation

The Senate intends for the Architect to continue to serve as its Project Representative during the construction phase of the Project, including this additional Scope of Services. The Architect will provide onsite observation of the work performed by the Construction Manager, be available to assist the Construction Manager on a regular basis and upon the request of the Construction Manager, provide interpretation of the Construction Documents to the Construction Manager and the Department of Management Services (DMS), and act as a liaison between the Construction Manager, Owner, and DMS. These “Intensive Construction Administration” services are included in the total fee.

Article 11: Payments to the Architect

Fee for Additional Scope of Services

The Parties agree that the Architect’s fee will be based upon the Probable Construction Cost Estimate, also contained in Exhibit A. The Architect warrants that the fee is in accordance with the DMS fee curve for design professionals and is identified as follows:

Services	Fee
Additional Scope of Services including mechanical, electrical and structural engineering	\$10,655.00

Payment Schedule

The services will be invoiced as follows upon the delivery and acceptance of documents in writing by the Senate in the following payment schedule:

Task	Percentage	Fee
Submission and Approval by the Senate of 100% complete sealed and stamped Construction Documents for the Additional Scope of Services	75%	\$7,991.25
Intensive Construction Administration Services of the Additional Scope of Services, due upon Final Completion	25%	\$2,663.75
Total		10,655.00

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 payments will be handled in accordance with Sections 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers (2014) and any

penalties for late payments will be handled as described therein. The Parties agree that this Contract is contingent upon the Legislature's appropriation of funds.

Time is of the Essence

The Parties agree that time is of the essence in the performance of these services and agree to the following Project Schedule:

Project Schedule

Task	Duration	Completion Date
Start of Construction		March 16, 2016
Substantial Completion	230 calendar days	November 1, 2016
Final Completion	59 calendar days	November 14, 2016

W. R. Meyer
The Parties agree that in accordance with section 2.6.2 of the Contract, that the current edition of the AIA Document A201, General Conditions of the Contract for Construction, in effect at the execution of the Contract is the 1997 edition which includes the definitions for Substantial Completion and Final Completion. All other terms and conditions of the original Contract shall remain in full force and effect.

Effective Date

The effective date of this Amendment is March 11, 2016.

Execution by the Parties

The Florida Senate

Andy Gardiner

Andy Gardiner, President

Date: 8 MAR 2016

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Ag. 17

Date 3-8-16

Hicks Nation Architects, Inc., AAC001403
1382 Timberlane Road, Suite C
Tallahassee, FL 32312

John W. Nation

By: John W. Nation, AR0012778

Date: 3.12.16