

**AGREEMENT BETWEEN OWNER AND PROFESSIONAL**  
(FOR PLANNING PROJECTS)

**THIS AGREEMENT BETWEEN OWNER AND PROFESSIONAL** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of **Month, Year**, by and between **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida (“Owner”), and **(Name of Firm), (Address of Firm)**, and Federal I.D. No. \_\_\_\_\_ (“Professional”), which is authorized to do business in Florida.

**WITNESSETH:**

**WHEREAS**, Owner has selected Professional to provide professional services on the project described on **Exhibit A** (the “Project”) based on Professional’s qualifications; and

**WHEREAS**, Professional desires to provide the professional services to Owner; and

**WHEREAS**, Owner and Professional desire to enter into this Agreement regarding such services.

**NOW THEREFORE**, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 PROFESSIONAL’S RESPONSIBILITIES**

**1.1 Definition of Services.** The Professional’s services consist of those services performed by the Professional, Professional’s employees, and Professional’s consultants as enumerated in Articles 2 and 3 of this Agreement.

**1.2 Project Schedule; Time of the Essence.** The Professional understands and acknowledges that time is of the essence in accordance with the Standard of Care (defined in Article 1.6) in completion of the Project. The Professional shall at all times carry out its duties and responsibilities as expeditiously as possible consistent with the level of professional skill and care required hereunder and in accordance with the schedule set forth on **Exhibit B**, subject to delays in the schedule not the fault of Professional or its consultants. The Professional represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in services of the type and scope to be provided hereunder.

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

**1.4 Preparation / Sufficiency of Site.** The Professional shall, as applicable, depending on the services being provided hereunder, (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner’s layout and design requirements,

conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project design schedule, (v) review and analyze all Project geotechnical, Hazardous Substances (hereinafter defined), structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Professional shall also review all as-built and record drawings, plans and specifications of which Professional has been informed by Owner about and thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

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

**1.6 Professional Standards.** The Professional shall furnish professional services in accordance with professional standards currently practiced by Professional firms on projects similar in size, complexity and cost to the Project (the “Standard of Care”).

**ARTICLE 2 SCOPE OF PROFESSIONAL’S BASIC SERVICES**

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**2.1** The Professional’s Basic Services consist of those deliverables, organized by “Task”, described in this Article 2 and on **Exhibit D**, and may be divided into phases. The Professional shall not commence any Task, nor progress to any subsequent Task of the Basic Services, until Professional has received Owner’s Purchase Order/written notice to proceed specifically authorizing Professional to perform only the work identified in such Purchase Order or written notice to proceed. Professional acknowledges that (i) each Task of the Basic Services has a distinct associated fee, as set forth in **Exhibit E**; (ii) a prerequisite for commencement of each Task of the Basic Services is Owner’s issuance of a Purchase Order/notice to proceed prior to initiation of such Task; and (iii) Owner reserves the right, in its sole and absolute discretion, to terminate the Project at any time and/or to elect not to proceed to any subsequent Task. The Professional shall be responsible for all services performed by the Professional’s consultants and shall assure that the work of its consultants complies with all of the requirements of this Agreement. Owner is an intended third party beneficiary of Professional’s contracts with such consultants and the contracts between the Professional and such consultants shall so provide. Furthermore, the Professional’s contracts with its consultants shall require that in the event of default under, or termination of, this Agreement, and upon request of Owner, the Professional’s consultants will perform services for the Owner.

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

**2.3** All Project documents shall be developed and delivered to the Owner in electronic and printed format in the quantities set forth on **Exhibit D**.

**ARTICLE 3 ADDITIONAL SERVICES**

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**3.1 General**

3.1.1 If the services described in this Article 3 are not specifically included in Basic Services or reasonably inferable therefrom, they shall be considered “Additional Services” and shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services shall be performed only if authorized in writing by the Owner prior to their performance.

3.1.2 Notwithstanding anything to the contrary herein, Professional shall not be entitled to additional compensation if the Additional Services are required due to defective documents, errors, or omissions by the Professional or its consultants, or are otherwise necessitated by the fault of the Professional or its consultants.

3.1.3 For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of the Professional other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Professional may request a mark-up not to exceed six percent (6%) on the consultant's fee to cover the Professional’s administrative costs. This mark-up will be based on the complexity and time spent.

3.1.4 For Additional Services described in this Article 3, a lump sum or not-to-exceed amount which is satisfactory to both parties shall be negotiated on each occasion of activating a specific additional services authorization. The Professional’s staff costs associated therewith shall be based on the additional services hourly rates set forth on **Exhibit E**.

3.1.5 This Agreement is intended to be a form which will work for a variety of services being performed. Accordingly, Section 3.2 may describe certain items as Additional Services which are in fact Basic Services on the specific project. Accordingly, notwithstanding anything to the contrary contained in Section 3.2, if Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Professional’s fees, such services are described on **Exhibit D** and compensation for such services is included in the schedule of payments set forth on **Exhibit E**. For purposes of this Agreement, such services constitute Basic Services.

**3.2 Services Considered Additional Services**

3.2.1 Construction phase representation at the Project site more extensive than that being provided as part of Basic Services.

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

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

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

- 3.2.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity and the Owner's schedule.
- 3.2.4 Preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders which require design or redesign, and which are not required to correct the Construction Documents or which are not due to oversights of the Professional.
- 3.2.5 Providing services in connection with a public hearing or legal proceeding except where the Professional is party thereto.
- 3.2.6 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early bid packages in support of fast track construction delivery process.
- 3.2.7 Programming the requirements of the Project.
- 3.2.8 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 3.2.9 Providing special surveys, environmental studies and submissions required for permit approvals of governmental authorities or others having jurisdiction over the Project.
- 3.2.10 Providing services relative to future facilities, systems and equipment, when not specifically including in the original program for the Project.
- 3.2.11 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 3.2.12 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.2.13 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.2.14 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.2.15 Preparing Mylar reproducible record drawings.
- 3.2.16 Providing services of consultants in addition to those services contemplated in **Exhibit D**.
- 3.2.17 Preparing data, making the input and running a life-cycle cost computer program analysis approved by the Owner.
- 3.2.18 Providing site surveys or other special tests.
- 3.2.19 Providing special inspection on threshold buildings as defined in Chapter 553, Florida Statutes.
- 3.2.20 Providing prolonged contract administration and construction observation should the construction time specified for final completed be exceeded by more than 60 days due to no fault

of the Professional.

3.2.21 Providing any other services not otherwise included in this Agreement.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

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**4.1 Owner's Requirements.** Professional acknowledges that Owner has provided Professional with information regarding Owner's requirements for the Project.

**4.2 Project Budget.** If applicable, the Owner shall establish and update on overall budget for the Project, the Owner's costs, and reasonable contingencies related to all of these costs.

**4.3 Owner's Representative.** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.

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

**4.5 Property Survey.** Unless otherwise being provided by Professional under Article 2, if required, the Owner shall furnish, or direct the Professional to obtain at the Owner's expense, surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

**4.6 Tests.** Unless otherwise being provided by Professional under Article 2, the Owner shall pay for structural, mechanical, chemical, air and water pollution tests; tests for Hazardous Substances; and, other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

**4.7 Legal, Accounting, Insurance, and Auditing Services.** The Owner shall furnish all legal, accounting and insurance counseling services as may be required by the Owner for the Project, including auditing services the Owner may require.

**4.8 Document Reviews.** Review of Professional's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve the Professional of any of its responsibilities. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

#### **ARTICLE 5 USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

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The Drawings, specifications and other documents prepared by the Professional for this Project are instruments of the Professional's service for use solely with respect to this Project, except as may be expressly permitted herein. The Professional shall be deemed the author of these documents and shall retain

all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies – including electronic formats and reproducible copies – of the Professional’s Drawings, specifications and other documents and may use the same, without compensation to the Professional, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner’s campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Professional’s Drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by the Professional and as otherwise permitted by Florida law.

The Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Professional’s promotional and Professional materials. The Professional’s materials shall not include the Owner’s confidential or proprietary information.

**ARTICLE 6 CLAIMS AND DISPUTES**

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All claims, disputes and other matters shall be determined under the judiciary system of the State of Florida. As a condition precedent to any party filing any action for a claim, dispute or other matter arising out of or related to this Agreement, the parties shall submit the dispute to mediation pursuant to the American Arbitration Association Construction Industry Mediation Rules currently in effect. Either party may file a written request for mediation with the American Arbitration Association and serve a copy on the other party. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The parties shall share the mediator’s fee and other administrative costs of the mediation equally. The mediation shall be held in Alachua County, Florida, unless the parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. To the extent permitted by law, the mediation proceedings shall be confidential and shall be privileged from disclosure in any subsequent proceedings as settlement discussions.

**ARTICLE 7 TERMINATION OR SUSPENSION**

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**7.1 Termination by Owner for Default.** If the Professional defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to the Professional (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Professional of immediate termination. If the Owner terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 8.3.

**7.2 Termination by Professional for Default.** If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Professional shall give written notice the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice, Professional may give notice to the Owner of immediate termination.

**7.3 Termination by Owner for Convenience.** The Owner may at any time give written notice to the Professional terminating this Agreement or suspending the Project, in whole or in part, for the Owner’s convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the

Professional shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

**7.4 Termination Compensation.** If the Agreement is terminated by the Owner pursuant to Paragraph 7.1, no further payment shall be made to the Professional until completion of the Project. At such time, the Professional's compensation shall, at Owner's option, be calculated (i) on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. If the Agreement is (i) terminated by the Professional pursuant to Paragraph 7.2; or (ii) suspended more than ninety (90) days by the Owner pursuant to Paragraph 7.3, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension. If the Agreement is terminated by the Owner pursuant to Paragraph 7.3, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date but the Professional shall not be entitled to any compensation on account of such early termination, such as lost profits.

## **ARTICLE 8 PERIOD OF SERVICE**

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**8.1** The Professional's Basic Services shall be performed in compliance with the Project schedule set forth on **Exhibit B**, as the same may be amended by agreement of the Owner and the Professional, in writing, subject to delays not the fault of the Professional or its consultants.

**8.2** Unless sooner terminated, this Agreement shall remain in force for the period which may reasonably be required for the completion of the Project, including extra work and any required extension thereto, consistent with Article 2 and Article 3 of this Agreement.

## **ARTICLE 9 COMPENSATION**

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**9.1** The Owner agrees to pay the Professional as compensation for the Professional's services:

9.1.1 For the Basic Services described in Article 2 and on **Exhibit D**, the amounts set forth on **Exhibit E**.

9.1.2 For Additional Services defined in Article 3, the amounts calculated in accordance with the rates and procedures set forth on **Exhibit E**.

9.1.3 For the following reimbursable expenses as authorized by this Agreement in **Exhibit E** or by way of an Additional Services Authorization:

9.1.3.1 Expenses of transportation, meals and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project as defined in **Exhibit D**. Additional reimbursable expenses for travel not identified in **Exhibit D** must be authorized in writing by the Owner prior to incurring the expense. Rates for transportation and meals are as set forth in §112.061, Florida Statutes, on the effective date of this Agreement. Rates for lodging are as set forth by the General Services Administration (GSA) on the effective date of this Agreement. See **Exhibit A**.

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

9.1.3.3 Fees paid for securing approval of authorities having jurisdiction over the Project, if any.

9.1.3.4 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.

9.1.3.5 If authorized in advance by the Owner in writing, the additional expense of renderings, models, and mock-ups more extensive than those required as part of Basic Services.

**9.2** Professional shall submit an Application for Payment monthly based upon the percentage of Basic Services completed in accordance with the milestones described on **Exhibit E**, completion of authorized Additional Services, or incurrence of authorized reimbursable expenses. Applications shall be on Owner's form, shall include appropriate back-up documentation, and shall be prepared in accordance with the requirements set forth in the University of Florida Design and Commissioning Services Guide, and Owner's project management guide on invoicing.

**9.3** Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment.

**9.4** A Vendor Ombudsman has been established within the owner's Office of Business Affairs. The duties of this office include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the owner. The Vendor Ombudsman may be contacted by telephone at (352) 392-1241.

**9.5** Accounting records of the Professional's and any consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no additional cost to the Owner. Owner may, upon reasonable notice, audit the records of the Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Professional under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Agreement, including, without limitation, books, subscriptions, recordings, agreements, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, and payroll records. Owner's authorized representative shall have reasonable access to the Professional's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to this Agreement, shall be provided adequate and appropriate work space at Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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**10.1 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions, and venue shall lie in the

courts in Alachua County, Florida.

**10.2 Capitalized Terms.** Capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the General Terms and Conditions of the Contract for Construction.

**10.3 Successors and Assigns.** The Owner and Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Professional shall assign this Agreement without the written consent of the other, which may be withheld in either party's sole and absolute discretion.

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

**10.5 Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Professional. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of the Professional's contracts with its consultants, if any.

**10.6 No Contingency Fee.** The Professional represents and warrants that the Professional has not employed or retained any entity or person (other than a bona fide employee working solely for the Professional) to solicit or secure this Agreement, and that the Professional has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Professional) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**10.7 Ownership of Records; Public Access to Documents.** Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Professional to Owner in connection with the services contemplated herein are property of Owner. Professional acknowledges and agrees that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*. Professional agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Professional are "public records" which must be available to the public. Professional acknowledges and agrees that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. This Agreement may be unilaterally canceled by the Owner if the Professional or its consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, which are made or received by the Professional or its consultants in conjunction with this Agreement.

**10.8 Hazardous Substances.** Unless otherwise provided in this Agreement, the Professional and its consultants shall have no responsibility for the discovery, prior presence, handling, removal or disposal of or exposure of persons to hazardous substances in any form at the Project site regulated by federal law or the laws of the State of Florida or county in which the property is located, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances (collectively, "Hazardous Substances"). Notwithstanding the foregoing, the Professional shall immediately notify the Owner both orally and in writing of the presence or suspected presence and location of any Hazardous Substances on the Site of which it becomes aware.

**10.9 Annual Appropriations.** Owner's and the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**10.10 Public Entity Crime.** The Professional represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. The Professional further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of \$15,000.00 in connection with this Project if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

**10.11 Insurance.** Professional shall carry insurance as prescribed herein. All insurance policies shall be with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A/XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents.

10.11.1 Professional shall obtain and maintain (i) occurrence-based commercial general liability insurance with policy limits of not less than \$1,000,000, (ii) automobile liability insurance, including coverage for all owned, hired, and non-owned vehicles, with policy limits of not less than \$1,000,000 combined single limit for each accident, and (iii) worker's compensation insurance applicable to all of Professionals employees at statutory limits in compliance with all state and federal laws, including but not limited to Chapter 440 of the Florida Statutes. General liability and automobile liability policies shall provide cross liability coverage.

10.11.2 For all insurance types:

10.11.2.1 Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage thereunder reduced before the expiration date thereof. Professional shall provide Owner with a copy of endorsement(s) to the policies and cancellation and/or non-renewal notices evidencing the same.

10.11.2.2 The Certificates of Insurance shall be dated and show the name of the insurer, the number of the policy, its effective date, and its termination date.

10.11.2.3 The University of Florida Board of Trustees shall be named as an additional insured on general liability and automobile liability policies.

10.11.2.4 All policies shall include a waiver of subrogation endorsement and a severability of interests endorsement.

10.11.2.5 Owner shall not be liable for amounts that may represent a deductible in any insurance policy, and the payment of such deductibles shall be the sole responsibility of the Professional or consultant providing such insurance. Professional and its consultants shall reveal the amount of such deductibles, if any, for each policy.

10.11.3 Within 30 calendar days of the execution date of the Agreement and, thereafter, on or before the expiration date of an expiring policy or upon Owner's request, Professional shall provide copies of each insurance coverage policy required by this Agreement, including all endorsements, riders, etc., in order to verify that contractual insurance requirements are being satisfied.

**10.12 Waiver of Certain Claims, Damages.** The Professional shall not be entitled to, and hereby waives, any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect or consequential damages.

**10.13 Breach Remedies.** Owner's selection of one or more remedies for breach of this Agreement shall not limit the Owner's right to invoke any other remedy available to the Owner under this Agreement or by law.

**10.14 Indemnification; Hold Harmless.** To the maximum extent permitted by law, the Professional hereby agrees to indemnify and hold Owner and its trustees, officers, and employees harmless for, from, and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and costs of defense, to the extent caused by (i) the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional, including its consultants, in the performance of the Agreement; or (ii) Professional's negligent or intentional breach of any covenant, term, or provision of this Agreement. This indemnification shall survive the expiration or earlier termination of this Agreement.

**10.15 Sovereign Immunity.** Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of Owner or the State of Florida or their agents and agencies to be sued; or (3) a waiver of either Owner's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

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

**10.17 Modifications.** Any modifications to this Agreement are set forth on **Exhibit G**. This Agreement may not be modified or amended, except by a further written instrument executed by the parties hereto.

**10.18 No Waiver.** Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.

**10.19 Severability.** Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

**10.19 Headings.** Section headings are for convenience only and are not to be construed as part of this Agreement.

**10.20. Construction.** This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.

**10.21 Independent Contractor.** In performing any services hereunder, Contractor shall be an independent contractor and not an employee of the Owner. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Owner and Contractor. Contractor has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the Owner.

**10.22 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

FOR THE **PROFESSIONAL:**

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ATTEST:

**FIRM NAME**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NAME**

**TITLE**

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CORPORATE SEAL:

FOR THE **OWNER:**

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**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

AS WITNESSED BY:

BY: \_\_\_\_\_

Curtis A. Reynolds,  
Vice President for Business Affairs,  
University of Florida

X \_\_\_\_\_

DATE: \_\_\_\_\_

X \_\_\_\_\_

REVIEWED

APPROVED

BY: \_\_\_\_\_

Office of the Vice President &  
General Counsel  
University of Florida

BY: \_\_\_\_\_

Carlos Dougnac, Assistant Vice-President  
Planning Design & Construction  
University of Florida

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION AND REIMBURSABLE EXPENSES**

**RECITALS – Description of Project:**

UF Project No.: \_\_\_\_\_  
UF Project Name: \_\_\_\_\_  
Location / Address: **(main campus of the University of Florida)**  
Program: **NA**

**9.1.3.1. Mileage Rate.** The mileage rate for authorized travel, based on State of Florida rates on the Effective Date of this Agreement, is **\$0.445 per mile**. Reference Sec. 112.061, F.S.

**Lodging Rate.** The maximum reimbursable rate for lodging in **Gainesville, Florida** – based on General Services Administration (GSA) rates on the Effective Date of this Agreement – is **\$102.00 per night**, plus applicable taxes. Reference [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

**Meals.** The maximum reimbursable rates for meals (only paid when overnight travel is involved), based on State of Florida rates on the Effective Date of this Agreement, are:

**\$6.00 for breakfast**

**\$11.00 for lunch**

**\$19.00 for dinner**

**\$36.00 TOTAL**



**EXHIBIT C**

**PROJECT TEAM & CONSULTANTS**

	SERVICES	CONSULTANTS

**EXHIBIT D**

**BASIC SERVICES – SCOPE OF WORK**



**EXHIBIT E continued**  
**COMPENSATION**

**HOURLY RATES FOR ADDITIONAL SERVICES AUTHORIZATIONS**

<b>Architect</b>	
Principal Architects	
Registered Architects	
Intern Architects	
CAD Technician	
Clerical Support	

<b>Civil Engineer</b>	
Principal Engineers	\$
Registered Engineers	\$
Intern Engineers	\$
CAD Technician	\$
Clerical Support	\$

<b>Other Consultant</b>	
Principal	\$
Senior Consultants	\$
Intern Consultants	\$
CAD Technician	\$
Clerical Support	\$

**TRUTH-IN-NEGOTIATION CERTIFICATE**

I, \_\_\_\_\_, the \_\_\_\_\_ of  
 (name) (Title)  
 \_\_\_\_\_,  
 (Organization name)

Hereby certify that wage rates supporting the compensation to be paid under this contract are accurate, complete and current as of the date of execution.

**EXHIBIT F**

**ADDITIONAL APPLICABLE GUIDELINES AND PROVISIONS**

**2.2 Additional Applicable Guidelines:**

Edit/complete the following or delete and state "NONE"

**[Owner's Campus Master Plan?]**

**[Owner's Campus Design Guidelines?]**

**EXHIBIT G**

**PROJECT-SPECIFIC MODIFICATIONS**

- 10.17** Modifications to the Agreement Between Owner and Professional.  
[Insert modifications or Write “None”]