AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
FOR CONTINUING SERVICES ON MINOR PROJECTS

THIS AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER FOR CONTINUING SERVICES ("Agreement") is made this 1st day of July, 20______, between The University of North Florida Board of Trustees, a public body corporate of the State of Florida, ("Owner") and whose address is ___________________ and whose Tax Identification Number is ("Construction Manager").

RECITALS:

1. Owner intends to retain construction management services for minor construction projects ("Minor Projects"); and

2. A Minor Project is a repair, modification, alteration or new construction project, the anticipated Guaranteed Maximum Price for which does not exceed $2,000,000 or such greater amount as may be permitted by applicable law.

TERMS OF AGREEMENT:

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Construction Manager agree as follows:

1. The term of this Agreement shall commence on July 1, 20_______ and shall expire on June 30, 20______. This Agreement may be extended for up to two (2) additional one-year periods upon the prior written agreement of both Owner and Construction Manager.

2. In performance of a Minor Project, the Construction Manager and Owner shall be governed by the provisions of the AIA Document A133 - 2009 in the form attached to this Agreement as Exhibit "A," which Document incorporates AIA A201-2007, General Conditions of the Contract for Construction, as amended by UNF Supplementary Conditions to AIA Document A201-2007, General Conditions of the Contract for Construction dated June 1, 2016, in addition to Guaranteed Maximum Price Amendment as described in AIA133-2009.

3. Following award of a Minor Project to Construction Manager, Owner and Construction Manager shall execute an instrument that:

   a. identifies and briefly describes the Minor Project;

   b. identifies the name and address of the Architect;

   c. determines the Construction Manager’s compensation;

   d. sets the number of days associated with any adjustment of the Construction Manager’s compensation;

   e. determines the schedule of payments;

   f. determines the Construction Manager’s fee based upon the schedule set forth in Exhibit "B," attached hereto and incorporated herein;

   g. determines the Guaranteed Maximum Price.
3. The identities of Construction Manager’s key personnel, their roles and hourly rates are set forth in Exhibit “C,” attached hereto and incorporated herein.

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

CONSTRUCTION MANAGER:

By: ______________________________________
Name:_____________________________________
Title:_____________________________________

OWNER:
The University of North Florida Board of Trustees

By:_______________________________________
Shari Shuman,
Vice President, Administration and Finance
Exhibit “B”

The Construction Manager's fee shall be as per the following matrix and subsequent negotiations of the Project Management and Supervision costs:

<table>
<thead>
<tr>
<th>Construction Value</th>
<th>Pre-Construction Services</th>
<th>Fees for CM Services INCLUDING O &amp; H</th>
<th>Proj. Mgmt. &amp; Supervision Cost/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $150,000</td>
<td>Negotiated up to 2%</td>
<td>18.00%</td>
<td>Note</td>
</tr>
<tr>
<td>$151,000 to $500,000</td>
<td>1.75%</td>
<td>15.00%</td>
<td>Note</td>
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<tr>
<td>$501,000 to $750,000</td>
<td>1.25%</td>
<td>13.00%</td>
<td>Note</td>
</tr>
<tr>
<td>$751,000 to $1,000,000</td>
<td>1.00%</td>
<td>12.00%</td>
<td>Note</td>
</tr>
<tr>
<td>$1,000,001 to $2,000,000</td>
<td>negotiable</td>
<td>negotiable</td>
<td>Note</td>
</tr>
</tbody>
</table>

**Note:** Project Management and Supervision will be negotiated for each project based on pre-approved hourly rates, duration and complexity of project. This is done in consideration of the fact that duration of project is not directly related to value of construction.
## KEY PERSONNEL AND HOURLY RATES

<table>
<thead>
<tr>
<th>Personnel Name</th>
<th>Role in Firm</th>
<th>Hourly Rates</th>
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