

**EXPLANATION OF CONSENT AGENDA ITEM E.2.c.(15) December 16, 2015**

**ITEM:**

Consideration of approving a purchase order to BRPH under their continuing services contract for programming, conceptual design and one rendering of a proposed office building project at the SR-524 Orlando-Port Canaveral Logistics Center in an amount not to exceed \$94,000.  
(Crowe/Hicks)

**EXPLANATION:**

A prospective tenant has approached the Port concerning the potential of leasing space in a future office building to be constructed on the SR-524 Inland Logistics Center Site. The prospective tenant is interested in leasing roughly 80,000 SF of office space; therefore, the Port will investigate the potential of constructing roughly a 120,000 SF office building within the site.

BRPH is a continuing services architectural firm that will assist the Port with programming the space for the prospective tenant. The scope of work will also include conceptual floor plans, building elevations and a combined site and building rendering. These documents will also be utilized for further marketing of the building.

**Funding Review by Finance (Pat Poston):**

The total NTE amount of \$94,000 is included in the FY16 Capital Budget and no increase is required. [Budget item 2268 - SR524 ILC]

**Staff Recommends Approval**

**Prepared by: Bill Crowe, P.E.**



December 3, 2015



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Re: Orlando – Port Canaveral Logistics Park Office Building

Dear Mr. Crowe,

Thank you very much for the opportunity to work with the Canaveral Port Authority again. We are pleased to submit the following proposal for Architectural Services related to the above referenced Project.

The following terms, conditions and descriptions define the Scope of Services to be performed by BRPH Architects + Engineers, Inc. (BRPH), hereinafter referred to as "Architect," for the Canaveral Port Authority, hereinafter referred to as "Client". If these terms and conditions are accepted by the Client, this proposal shall become the basis for a Contract Agreement between both parties.

**I. PROJECT DESCRIPTION**

- A. A 100,000 SF to 120,000 SF, three-storey, Class A Office Building with Code-compliant surface parking situated on an approximately 650'-0" x 650'-0" (approximately 9.7 acres) out-parcel of land located within the proposed Orlando – Port Canaveral Logistics Park on the southeast side of State Road 524 in Cocoa, Florida. Storm water drainage control shall be integrated with the overall Orlando – Port Canaveral Logistics Park Conceptual Master Plan.
- B. Utilizing the Orlando – Port Canaveral Logistics Park Conceptual Master Plan, prepared by SK Consortium, Inc. of Orlando and provided by the Client, the Architect shall provide Programming and Conceptual Design services for the initial design of the Office Building and its Site Plan.

## II. ARCHITECT'S BASIC SERVICES

A. The Architect's Basic Services shall consist of the phases described below. The Architect shall assist the Client in coordinating the services of the Client's other consultants involved in the Project as required.

### B. Programming Phase

1. Commencement of the Programming Phase shall occur immediately upon receipt of the Client's Notice To Proceed (NTP).
2. Commencing with an initial all-day Design Charrette, and over the course of the Project, the Architect shall coordinate and conduct a series of six (06) bi-weekly meetings with the Client and the Client's Prospective Tenant (hereinafter referred to as "Tenant") to ascertain and develop the following:

#### a. Research:

**Duration: 02 Weeks**

- 1) Conduct introductory/team kick-off meeting with Client and Tenant
- 2) Research Tenant's current work environment(s)
- 3) Develop information on Tenant's user groups
- 4) Define building size and space needs
- 5) Develop draft questionnaire(s) and survey(s)
- 6) Review draft questionnaire(s), survey(s) and adjacency studies to determine what should be added or removed
- 7) Define Areas of Interest/Concerns (i.e., lobby, cafeteria, auditorium, conference rooms, break rooms, huddle rooms, call center areas, security, secured space, IT, data center, etc.)
- 8) Determine expectations for common spaces (i.e., lobby, cafeteria, auditorium, conference rooms, break rooms, huddle rooms, call center areas, security, secured space, IT, data center, etc.)

#### b. Obtain and Develop Information:

**Duration: 02 Weeks**

- 1) Develop individual focus groups of five to eight people that represent different departments within the Tenant's staff and work force
- 2) Provide staff with general worksheets (i.e., surveys, questionnaires, adjacency matrix, and equipment data sheets)
- 3) Provide focus groups with component-specific worksheets (i.e., surveys, questionnaires, adjacency matrix, and equipment data sheets)
- 4) Review questionnaire/survey responses
- 5) Determine design standards, space requirements, finishes, lighting, common areas needs
- 6) Determine work stations sizes and ratios
- 7) Determine relationships and adjacency needs
- 8) Determine department sizes and requirements

- 9) Determine equipment/furniture requirements in new spaces
- 10) Survey current room equipment and what can/will be moved to new building (i.e., furniture, files, storage, repro equipment, reception desks, flat screen monitors, conference tables, display areas)
- 11) Determine requirements for business units (i.e., open office, security, growth, conferencing, call centers, storage, etc.)

C. Conceptual Design Phase

1. Following the conclusion of the Programming Phase, the Architect shall consult with the Client to confirm the Project's proposed construction budget, prior to the commencement of any design work.
2. Utilizing the information developed during the Programming Phase, the Architect shall prepare initial Conceptual Design Documents for review and approval by the Client and Tenant.
3. Said documents shall conceptually define the Project's Site Plan, proposed new Floor Plan plates of the Office Building, as well as character elevation studies of the four primary elevations of the new building.
4. A Design Presentation shall be scheduled with the Client and Tenant to present the initial Conceptual Design Documents, and to review and discuss the following:

a. **Design Presentation:**

**Duration: 01 Week**

- 1) Location and appearance of lobby, cafeteria, conference, auditorium, call center(s), offices
- 2) Adjacencies: Develop plan that addresses what groups need to be near each other, components, interior and exterior
- 3) Workspace configuration, location, size, components
- 4) Secured space: Determine levels of employee access in areas such as the lobby, conference center, cafeteria, auditorium, call center(s), data center, open office areas, etc.
- 5) Security: Determine levels of public access in areas such as the lobby, conference center, cafeteria, auditorium, call center(s), data center, open office areas, etc.

b. **Programming Book and Final Conceptual Design Documents**

**Duration: 07 Weeks**

- 1) Create a Programming Book to include: overview, surveys, user groups, department programs, size/space allocations, organizational structure, adjacency requirements, furniture and equipment matrix, and design charrette concepts for the new Office Building.
- 2) Prepare final Conceptual Design drawings illustrating up to three Site Plan designs, Floor Plan Plates and Exterior Elevations
- 3) Prepare an Opinion of Probable Construction Cost based upon the Conceptual Design Documents.

5. The anticipated eight (08) week duration of the Conceptual Design Phase will be dependent upon the number and length of Client reviews that will be scheduled to occur.

### **III. ARCHITECT'S ADDITIONAL SERVICES**

- A. If any of the following Additional Services are requested and authorized in writing by the Client, they shall be paid for by the Client as provided herein in the form of separate contracts, purchase orders or addenda.

1. Making revisions to the Conceptual Documents when such revisions are:
  - a. Necessitated by adjustments to the Project Program, Project Budget, Project Schedule or which may be due to causes beyond the control of the Architect.
  - b. Required by the enactment of revisions of Codes, laws, ordinances or regulations during or subsequent to the preparation of such documents that increase or make more stringent the applicable Building Codes or other requirements.
  - c. Providing services to check or verify the accuracy of drawings or other information prepared or supplied by the Client.
  - d. Providing special surveys, environmental studies, and/or submissions required for approval of government agencies or Authorities Having Jurisdiction (AHJs) over this Project.
  - e. Providing services related to future facilities, structures, systems and/or equipment not part of the scope of this Project.
  - f. Providing services to investigate existing conditions and/or facilities, or to make measured drawings thereof, not previously listed in the Architect's Basic Services.
  - g. Providing services of Professional Consultants other than those previously specified herein, including, but not limited to, Landscape Architects, Engineers, and/or other Interior Designers.
  - h. Providing detailed quantity surveys or inventories of material and/or equipment.
  - i. Making investigations, inventories of materials or equipment, valuations and/or detailed appraisals of existing facilities.
  - j. Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted Architectural practice.

### **IV. ARCHITECT'S REIMBURSABLE EXPENSES**

- A. Reimbursable Expenses are those expenses in addition to the compensation for Basic and Additional Services, and include actual expenditures made by the Architect, its employees, or its professional consultants in the interest of the Project.
- B. For the Architect's Reimbursable Expenses, as described herein and as related to the Project, compensation shall be calculated at 1.10 times the amount billed or invoiced to the Architect. Reimbursable Expenses shall include, but not be limited to, the following:
  - 1. Expenses of all reproductions and plotting services, postage, shipping and handling of drawings, documents and materials, and fees paid for securing approval of Authorities Having Jurisdiction (AHJs) over this Project.
  - 2. Expenses of renderings, models or mock-ups, if requested and authorized in writing by the Client.
  - 3. Out-of-pocket expenses related to the Project, including travel and subsistence living expenses.
  - 4. Expenses or fees charged to the Architect as Additional Services by the Architect's Professional Consultants.

**V. ARCHITECTURAL FEE SCHEDULE**

- A. The Client shall compensate the Architect in accordance with the terms and conditions of the Agreement as listed below. The total lump sum fee (the "Total Basic Fee") for the Architect's Basic Services shall be \$94,000.00, comprised of the following disciplines:

Programming Phase	\$	23,400.00
Conceptual Design Phase	\$	58,500.00
Conceptual Design Opinion of Probable Construction Cost	\$	12,100.00
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Total Fee	\$	94,000.00

- B. For the Architect's "Hourly Basic and Additional Services," as described herein, compensation shall be computed at the rates listed in the attached Rate Schedule.
- C. All billing shall be invoiced monthly. Payment of invoices is due upon receipt of each invoice.
- D. Payments due the Architect under this Agreement and unpaid after thirty (30) calendar days from date of invoice shall bear interest from the date of invoice at a rate not to exceed the lesser of eighteen percent (18%) per annum (1.5% per month), or the maximum legal rate allowed by law.
- E. All payments due the Architect shall ultimately be paid, regardless of whether or not the Project is actually executed.

- F. The rates set forth in this Agreement shall be subject to renegotiation if the Services covered by this Agreement have not been completed within twelve (12) months of the date of execution.

#### **VI. OWNERSHIP OF DOCUMENTS**

- A. Conceptual Design Documents consisting of drawings and/or specifications originally prepared by the Architect as instruments of service, are and shall remain the property of the Architect, whether or not the Project for which they are produced is executed. The Architect shall be deemed to be the author of these documents and shall retain all common law, statutory, and other reserved rights, including copyright. They are not to be used by the Client or others for purposes other than those contained within this Agreement, on other Projects, or for the completion of this Project by others without the expressed written approval of and appropriate and reasonable compensation to the Architect, based upon the additional work to actually be performed by the Architect and/or any additional liability to which the Architect may, potentially, be exposed.
- B. Neither the Client nor the Client's agents may make changes, modifications, or revisions to the Conceptual Design Documents without the expressed written permission of the Architect.

#### **VII. EXTENT OF AGREEMENT**

- A. This Agreement represents the entire and integrated Agreement between the Client and Architect, and supersedes all prior negotiations, representations, or agreements, whether they be written or oral. This Agreement may be amended only by written instrument signed by both the Client and Architect.
- B. Nothing contained within this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or Architect.

#### **VIII. LIMITS OF LIABILITY**

- A. The Architect shall have no responsibility for the discovery, presence, handling, removal disposal or, or exposure of persons to hazardous materials, in any form, at the Project site, including, but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic or hazardous substances, provided, however, that the Architect shall report to the Client any such substances the Architect observes being present, handled, exposed, released, removed, or disposed of at and/or away from the Project site.

#### **IX. GOVERNING LAW**

- A. This Agreement shall be governed by the laws of the State of Florida, without giving effect to conflict laws, rules, and applicable federal laws.

It shall be implicitly understood that we, as your Architects, shall act in the Client's best interests, and shall, at all times, carry out our duties with reasonable diligence and expedience.

Canaveral Port Authority  
Orlando- Port Canaveral Logistics Park Office Building  
December 3, 2015  
Page 7 of 7

BRPH greatly appreciates this opportunity to once again team with the Canaveral Port Authority, and to working with you on this Project. We look forward to hearing from you at your earliest convenience and to scheduling our first meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark R. Gustetter', with a stylized flourish at the end.

**Mark R. Gustetter, AIA, NCARB, CAAPPR**  
Senior Project Manager  
BRPH Architects + Engineers, Inc.

xc:      Terry Hicks                    -      Canaveral Port Authority  
            Scott Shepard, CCIM           -      Canaveral Port Authority  
            Brian Curtin                     -      BRPH  
            Michael Vernich                -      BRPH  
            Cris Vigil                         -      BRPH  
            Jason Dunn                      -      BRPH  
            Michael Spurlock               -      BRPH



**BRPH Architects-Engineers Division**  
**Standard Corporate Billing Rates**  
**Effective August 17, 2015**

Director	\$ 180.00
Sr. Project Manager	\$ 170.00
Project Manager	\$ 140.00
Assistant Project Manager	\$ 110.00
Sr. Engineer	\$ 160.00
Engineer	\$ 140.00
Jr. Engineer	\$ 95.00
Sr. Architect	\$ 140.00
Architect	\$ 110.00
Jr. Architect	\$ 90.00
Interior Design	\$ 95.00
Jr. Interior Design	\$ 60.00
Sr. Designer	\$ 100.00
Designer	\$ 80.00
Drafter	\$ 55.00
Quality Control	\$ 185.00
Cost Estimator	\$ 135.00
Jr. Cost Estimator	\$ 60.00
Sr. Construction Administrator	\$ 135.00
Construction Administrator	\$ 130.00
BIM Manager	\$ 115.00
Operations Administrator	\$ 75.00
CADD Administrator	\$ 70.00
Project Administrator	\$ 65.00
Word Processor	\$ 55.00