



Date: May 8, 2017

Subject: Willard Building Renovation – Request for Proposal
University Park, PA

To: Ayers Saint Gross
Bostwick Design Partnership
CannonDesign
EYP Architecture and Engineering
GBBN Architects
Gensler
HDR
IKM Architecture
Lawrence Group
Studios Architecture

Congratulations, to the above firms that have been selected as the long list for the design of the Willard Building renovation project. The next step in this process is your receipt of the Request for Proposal, and related attachments. The Screening Committee will review the proposals and identify a short list of three firms to be interviewed.

The base scope of this project will include a renovation to the ground floor (~18,000 gsf) and part of the first floor (~5000 gsf) for the Bellisario College of Communications, and full building HVAC improvements. The ground and first floor space has been assigned to the Bellisario College of Communications to create a state of the art Broadcast studio and support facilities. **As mentioned in the letter of interest, the first step in this process will be to study the current space allocation, potential re-allocation and reconfiguration of the entire 1949 Willard Building.** The recommendations of this effort will determine the extent to which renovations on the 1st, 2nd and 3rd floors should be considered.

The project budget has increased to \$40M in recognition that some level of modifications will need to be made on the upper floors of the building. The university would like new HVAC system(s) for both the 1949 and 1965 buildings. But, if the HVAC portion of this project exceeds the budget the University will implement infrastructure upgrades in future phases. At this point we have not established a schedule for any subsequent HVAC improvement phases, however it is critical that the design is able to be implemented in such a way that allows continuity of operation. Energy calculations are a required deliverable as they will assist us in determining the payback for this work.

Enclosed you will find the following supplemental documents:

- RFP Questionnaire. Provide your responses in the proposal.
- A high level program statement, including floor plans, with suggested space allocation.
- A facility condition assessment document that outlines building deficiencies, most of which will need to be addressed with this project.
- A copy of our Form of Agreement 1-P. Please review this agreement to ensure that your firm accepts all terms and conditions as written. In submitting a proposal for this project, you acknowledge that you concur, without exception, with all terms, conditions and provisions of Form of Agreement 1-P.

We encourage long-listed teams to visit the site, with PSU representatives, to better understand the goals of this project. Please contact Monica Reed at mjr204@psu.edu or 814-863-5765 by Thursday, June 15, 2017 to schedule your visit. Site visits will occur between Wednesday July 5, and Wednesday, July 12.

Please answer all of the questions in the order requested. This will provide uniform information for our evaluation and for eventual presentation to the Board of Trustees. We encourage you to be as brief as possible without sacrificing accuracy and completeness. If you have questions regarding this submission please contact Monica Reed at mjr204@psu.edu or 814.863.5765.

Please submit **ten (10) hard copies** of your proposal to my office by **noon on Friday, July 21, 2017**. Additionally, a PDF version of your proposal electronically to gak21@psu.edu and mjr204@psu.edu, no later than the submission deadline. Your proposal shall not exceed (15) 8-1/2" x 11" double-sided pages of content, plus the (1) single-sided A3 in 11 x 17" format. A cover letter, if you include one, is to be included in the 30 pages of content. Please include the name and contract information for your firm's primary contact and your firm's physical location on the first page of the proposal. Do not include additional information your emailed copy of your proposal. For all electronic correspondence, the email subject line shall start with "Willard" and also include your firm's name.

A decision regarding the firms to be interviewed will be made by August 15, 2017, and posted to our website. Interviews with the three short-listed firms will be held on Thursday, September 7, 2017, at The Penn Stater. Results of the interviews will be announced at the Board of Trustees meeting on Friday September 15, 2017, and posted to our web site.

The University reserves the right to waive any informality in any or all Proposals, and to reject or accept any Proposal or portion thereof. Additionally, the University may also hold all proposals for up to 45 days and to reject all proposals or to award on the basis of technical merit and the best interests of the University.

We appreciate your cooperation and interest in preparing this material. We look forward to working with the selection team you on the development of this important project.

Sincerely,

Greg Kufner, AIA, NCARB



University Architect
The Pennsylvania State University
206 Physical Plant Building, University Park, PA 16802
Phone: 814-865-4402 | Email: gak21@psu.edu

cc. Screening Committee, H.F. Stryker

RFP QUESTIONNAIRE

Willard Building Renovation,
University Park

Please respond to each of the items below in your proposal. We have not provided sufficient space for you to fill in blanks but expect that you will provide the information requested on your own letterhead paper. **The font shall be no smaller than 10pt. Failure to answer all questions could be reason for disqualifying your team from further consideration.**

1. Describe your approach to this project. Include a description of the scope of work your team will provide and clarify the roles for all consultants involved.
2. In addition to any thoughts you might have on the essence of this project, we would like to see further evidence of your firm's ability to translate design intentions into a meaningful project. Therefore, please discuss in detail, but in no more than one or two pages, an example from your portfolio, relevant to our project, that best indicates the appropriate resolution of an understanding of the uniqueness of a project. Explain your design intentions and how you translated those into a meaningful and synthesized final solution.
3. List consultant firms, if any, proposed for this project. Include the following information:

Name of firm
Number of projects you have completed together
The specific team members who have worked together The
dollar value for those projects
4. Provide qualifications and experience of the lead design team members, **including consultants**, to be assigned to this project. Provide a clear indication of the roles to be performed by each **individual**. Please be very specific regarding the personal involvement and on-site participation of each lead designer. In matrix form indicate which individuals have worked together on your previous projects.
5. Provide the number of personnel in present firm(s): Architects _____
Engineers _____ Interior Designers _____ Landscape Architects _____ Others _____

Which of the above are professionally registered?
6. Briefly tell us how you address diversity within your team.
7. Provide the experience of your firm and your proposed consultants in the design of facilities similar to this one (college and other), completed or under construction during the past five years. List for each the completion date, final construction cost and gross square feet, and be very specific about the services provided by your firm. Identify those specific projects included in the proposed design team experience listed in #3 above. Also include project references' current email and phone number for those projects.
8. Develop a matrix that identifies your example projects and the similarities between them and the Willard Renovation project. Examples of such characteristics could include: Project size, cost, interior renovation, communications spaces and/ or broadcast studio spaces, HVAC replacement.
9. Provide the experience of your firm and your proposed consultants in the design of college and university buildings (not already included in # 7 above) completed or under construction during the past seven years. List for each the completion date, final construction cost and gross square feet, and specifics regarding the services provided by your firm. Identify individuals of the prime firm and who worked on the projects, in addition to the consultant firms that worked on the projects. Also include project references' current email and phone number for those projects.

10. Provide images of selected projects personally designed by **the lead design architect**, including brief description and completion date.
11. Provide evidence of the team's commitment to sustainable design.
12. Using an A3 format, give us a sense of how you and, specifically, your broadcast specialists will create a state-of-the-art media center for the Bellisario College of Communications. You are not limited to the following categories but we would like you to, at a minimum, identify challenges, suggest opportunities and explain your approach to collaboration.
13. Please provide a proposed design schedule for each phase of this project in graphic form allowing two weeks for any necessary Penn State University review. **Assume the design process will start in October 2017 and MUST be complete by September 2018. This is based on a commitment to the College and the Donor in the signed donor agreement and is not flexible.**
14. List errors and omissions insurance coverage.

Renovation of Willard, Bellisario College of Communications preliminary program

Project Description

This project will renovate the original section of Willard Building ground and first floor to relocate and construct new instructional, studio, support and office spaces for the College of Communications programs and students. This project will relocate all of the College's current spaces now in leased locations in the 101 and 103 Buildings at Innovation Park back to the main campus.

The main objective and concept for this project is to create an improved entrance on the first floor of the original section of Willard Building facing Pollock Road and to resurrect a staircase from this entrance area to reconnect the ground floor. This staircase still exists and has been covered over with piecemeal changes over the years. The front section of the first floor will be reconfigured to house offices for faculty and staff and other appropriate entry activities to serve the instructional and studio spaces that will be housed on the ground floor. The ground floor will be completely gutted and new studio, laboratory, and instructional spaces constructed along with support and office spaces as required.

There will also be some relocation and adjacent improvements on the upper floors to shift office and other spaces now assigned to the College of Liberal Arts on the first floor to either the second or third floor of this section of Willard Building. There will also be relocation or removal of classroom spaces on the first floor and upper floors.

This project has been expanded to address overall building deficiencies in HVAC, plumbing and other building infrastructure in Willard Building as funding permits.

Communications Project Background Information

The College of Communications spaces that will be relocated include a total of 12,412 Rentable Square Feet in the Lubert Building (101 Building) with a lease expiration of April 30, 2019 and a total of 6,977 Rentable Square Feet in the 103 Building at Innovation Park with a lease expiration of December 31, 2017. It is planned to relocate the College prior to the expiration of April 30, 2019 and earlier if possible. It is known that one of the leases will need to be extended for at least one additional year.

The ground floor of Willard includes approximately 18,000 Gross Square Feet and is in very poor condition. All occupants will be vacated from this floor and a majority of the floor is already vacant. The first floor area now included in the scope is approximately 5,000 Gross Square Feet but will also include some relocation beyond the first floor front section of the building. It is hoped with the resurrection of the main stair case connecting the first and ground floors, that some of stairwells along the side of the building will no longer be required and additional program space can be captured.

This project will be donor supported with a significant gift to the College of Communications. The project will provide a showcase of new leading edge and technologically oriented studio and

instructional spaces to provide our students and faculty with up-to-date tools and technologies for creativity, research and outreach.

College of Communications General Overview

The Mission Statement: To prepare students to take their place in an information-rich society and in the professions as active, critical and ethical participants. Our activities promote effective, responsible use of communications media and technologies by individuals, organizations, industries and government.

The Vision: To lead the way in preparing students for careers in the communications fields. We will also enhance our reputation for excellence in the professions and in society through engagement, cutting-edge research, and outreach that has far-reaching, enduring impact.

The College of Communications at Penn State provides the opportunities and resources of a large university with the personalized feel and support of a small school. As the largest accredited program of its kind in the nation, students can find a place where they can fit and succeed.

The College has four departments: Advertising/Public Relations; Film-Video and Media Studies; Journalism and Telecommunications that offer five undergraduate majors undergraduate majors. Graduate students may pursue a master's degree in Media Studies or a Ph. D. program in Mass Communications or a Ph.D. program in Mass Communications with several distinct areas of emphasis.

Faculty members blend strong academic and professional backgrounds and possess a commitment to excellence in teaching, research and service. Along with nine research centers and special programs within the College, students benefit from on-campus visits from academics and professionals at the top of their fields for endowed lectures and special programs.

College of Communications Enrollment Statistics for Fall 2015

Advertising/Public Relations	732
Film-Video	96
Journalism	546
Media Studies	151
Telecommunications	346
Pre-Majors	899
Total Fall 2015	2770

Relocations and Reassignments on First through Third Floors College of Liberal Arts and College of Communications

The College of Communications assigned spaces on the second floor and third floor will be relocated to the ground or first floors of Willard Building. The spaces assigned to the College of Liberal Arts on the first floor will be relocated to the second or third floor. This will consolidate all College of Communications space in improved spaces on the ground and first floors. Liberal Arts will be consolidated on the second and third floors, and several general purpose classrooms will be moved to the north in order to create more suite spaces for Liberal Arts faculty and programs. These relocations are funded in the \$20 million dollars allocated for overall building infrastructure deficiencies. The actual relocation plans will need to be developed. A copy of the reassignment plan is attached at the end of this program.

College of Communications - Willard

Type of Space	ASF	#Rooms	Total ASF
Audio Eng. (ProTools)	200	1	200
Audio/Bcast news Lab	600	1	600
Audio Production	200	1	200
Innovation Lab	600	1	600
Agency space (incl. CommAgency, CommLive)	800	1	800
CommRadio	200	2	400
Conference Rm.	500	1	500
Equipment Rm	850	1	850
Breakroom	150	1	150
Mail/Print Rm.	150	1	150
Multi-Media/ Prod Lab	700	1	700
CommMedia/Newsroom	800	1	800
Screening Rm.	500	1	500
Shooting space (Green Screen)	800	1	800
Student study/work area	600	1	600
TV Studio	1200	1	1200
TV Storage	300	1	300
TV Control Rm.	500	1	500
Voice over Rms	45	6	270
Faculty offices	130	35	4550
Shared faculty workroom	600	1	600
Strat Com Studio	200	1	200
Totals		62	15470

Space: Audio Engineering (ProTools)

Quantity: One

Assignable Square Feet: 200

Total Assignable Square Feet: 200

Space Purpose and Type of Activity:

This lab is used as a finishing station for students in senior film.

Number/Type of Occupants:

4 students

Space Relationship:

None

Furniture/Equipment:

Counter space to accommodate computers and audio gear. Speakers, 1 – 2 monitors and television monitor.

Electric Lighting:

Overhead lighting, outlets for task lighting

Electric Power:

Numerous outlets for power and data, video, cable and UPS Power

Special Systems:

Potential to have separate room for voice over work or sound module.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet floors, VTC base, dropped ceilings 7-8 feet clearance, painted walls with acoustic panel.

Space: Audio/Broadcast News Lab

Quantity: One

Assignable Square Feet: 600

Total Assignable Square Feet: 600

Space Purpose and Type of Activity:

Students will be working on audio projects for classes and newscasts.

Number/Type of Occupants:

Students and Faculty

Space Relationship:

Needs to be close to the Audio Production and voice over rooms.

Furniture/Equipment:

Furniture to accommodate laptops for students and instructor station. Television monitor, projection screen, white board, tack board and possibly smart board.

Electric Lighting:

Overhead light with task lighting.

Electric Power:

Numerous outlets for power and data, video, cable and UPS Power

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Small space for a transfer station. Projection needed and "On Air" light. Floors carpet and VTC base. Painted with acoustic panels, dropped ceiling with 7-8 foot clearance.

Space: Audio Production

Quantity: One

Assignable Square Feet: 200

Total Assignable Square Feet: 200

Space Purpose and Type of Activity:

Production studio to air the newscasts

Number/Type of Occupants:

3 – 4 occupants

Space Relationship:

Needs to be close to audio production lab and voice over rooms

Furniture/Equipment:

Specialized audio furniture, projection screen, white board

Electric Lighting:

Overhead and task lighting

Electric Power:

Numerous outlets for power and data, video, and UPS Power

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Floors carpet and VTC base. Painted with acoustic panels, dropped ceiling with 7-8 foot clearance.

Space: Innovation Laboratory

Quantity: One

Assignable Square Feet: 600

Total Assignable Square Feet: 600

Space Purpose and Type of Activity:

Students and faculty will be using the space to test new software.

Number/Type of Occupants:

10-15 Students, Faculty and Staff

Space Relationship:

None

Furniture/Equipment:

Smart classroom technology, podium, projection, smart board, television monitor. Furnishings flexible to accommodate various team and collaborative work groups of different sizes.

Electric Lighting:

Overhead with task lighting. Voice, cable, data, and UPS power.

Electric Power:

Numerous outlets for power and data, voice, cable, and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC – individual separate zoned

Special Needs or Finishes:

Painted walls, glass walls for views in and out. Carpet or VTC floors, VTC base, dropped ceiling, 7-8 foot clear,

Space: Agency Space – Comm/Agency and CommLive

Quantity: One

Assignable Square Feet: 800

Total Assignable Square Feet: 800

Space Purpose and Type of Activity:

Students will collaborate on client-driven projects

Number/Type of Occupants:

10-15 to include faculty, students, clients and staff

Space Relationship:

Convenient to conference room and CommMedia

Furniture/Equipment:

Plug and play projection, designed for multiple collaborative spaces, smart classroom technology. Furnishings to accommodate laptops and printer. Flexible tables and seating that can be configured multiple ways. Projection screen, white board, smart board, tack board and television monitor.

Electric Lighting:

Overhead with task lighting

Electric Power:

Numerous power and data outlets.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet floors, VTC base, dropped ceiling, 7-8 foot clear

Space: Comm Radio

Quantity: Two

Assignable Square Feet: 200

Total Assignable Square Feet: 400

Space Purpose and Type of Activity:

Students on internet radio station

Number/Type of Occupants:

4-5 students

Space Relationship:

Needs to be close to voice over rooms

Furniture/Equipment:

Specialized audio furniture

Electric Lighting:

“On Air” light, overhead lighting with task lighting

Electric Power:

Audio studios will require substantial power; will need to support equipment, lots of outlets
Voice, data, video, cable and UPS power.

Heating, Ventilation, Air Conditioning:

HVAC – zoned – need to set temperature for equipment requirements

Special Needs or Finishes:

VTC floors and base, dropped ceiling 7-8 foot clear

Space: Conference Room

Quantity: One

Assignable Square Feet: 500

Total Assignable Square Feet: 500

Space Purpose and Type of Activity:

Meetings for faculty and staff

Number/Type of Occupants:

20 Occupants

Space Relationship:

Convenient to CommMedia

Furniture/Equipment:

Smart classroom features and equipment. Tables configurable with 20 chairs and some extra side chairs as space permits. Projection screen, white board, and smart board, television monitor

Electric Lighting:

Overhead

Electric Power:

Additional power outlets for power and data and charging for devices. Voice, data, video, cable and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet floors, VTC base, dropped ceiling with 7-8 foot clear

Space: Equipment Room

Quantity: One

Assignable Square Feet: 850

Total Assignable Square Feet: 850

Space Purpose and Type of Activity:

Student equipment check in and out. Storage and organization of all available equipment for students to use for course work and assignments.

Number/Type of Occupants:

Five students and staff will manage the equipment room check-in and out.

Space Relationship:

Located near building exists and parking. Possibly close to the shooting space as well to act as a staging area.

Furniture/Equipment:

Counter for check out services to provide equipment to students or to check back in to the inventory. This will need an overhead closure to provide security when not open. Additional security may be required to assure equipment is safely secured. Creative options for equipment storage racks or some other type of system is needed.

Electric Lighting:

Overhead lighting, possible task lighting at counter.

Electric Power:

Ample outlets for power and data, voice, video and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC, separately zoned.

Special Needs or Finishes:

VTC flooring and base. Dropped ceiling with 10-12 foot clear.

Space: Break room

Quantity: One

Assignable Square Feet: 150

Total Assignable Square Feet: 150

Space Purpose and Type of Activity:

Faculty and staff break room for coffee, meals and ad hoc breaks. No full time occupants.

Number/Type of Occupants:

5-6 may be in the room at the same time, but use will vary.

Space Relationship:

Close to the Mail/Print Room

Furniture/Equipment:

Table with seating for six, full size refrigerator, microwave, coffee service. Cabinets for storage, counter space under cabinets and around sink.

Electric Lighting:

Overhead

Electric Power:

Extra data and power outlets, dedicated circuit as needed for refrigerator.

Heating, Ventilation, Air Conditioning:

Central HVAC

Plumbing:

Sink

Special Needs or Finishes:

VTC or carpet, VTC base, painted walls, dropped ceiling 7-8 foot clear.

Space: Mail/Print Room

Quantity: One

Assignable Square Feet: 150

Total Assignable Square Feet: 150

Space Purpose and Type of Activity:

This space will provide the central office service area for faculty and staff. It will also serve as the central mail room, provide a printing station and storage for all office supplies and paper products.

Number/Type of Occupants:

No full time occupants – several faculty and staff may be in the room, but use will vary.

Space Relationship:

Close to break room and convenient to faculty and staff offices.

Furniture/Equipment:

Cabinets and counter space. Mail cabinet with slots for individuals, mail sorting area, and cabinets for storage of paper, and office supplies. Tack board for messages.

Electric Lighting:

Overhead lighting, task lighting or under counter for mail sorting.

Electric Power:

Ample power and data outlets

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet or VTC flooring, dropped ceiling with 7-8 foot clear. Painted walls.

Space: Multi-Media Production Lab

Quantity: One

Assignable Square Feet: One

Total Assignable Square Feet: 700

Space Purpose and Type of Activity:

This space will hold information workshops on editing and also be available as a collaborative space when workshops are not scheduled.

Number/Type of Occupants:

22 Students

Space Relationship:

Furniture/Equipment:

Flexible tables and seating that support collaboration in various configurations. Shades for windows if present and glass walls. Projection screen, white board and television monitor.

Electric Lighting:

Overhead lighting

Electric Power:

Ample power and data outlets. Data and video.

Heating, Ventilation, Air Conditioning:

Central HVAC – separate controls

Special Needs or Finishes:

Carpet, VTC base, painted walls and glass, dropped ceiling 7-8 foot clear,

Space: CommMedia/News Room

Quantity: One

Assignable Square Feet: 800

Total Assignable Square Feet: 800

Space Purpose and Type of Activity:

Students will be gathering and putting together news for the various outlets the College offers.

Number/Type of Occupants:

20 – 25 occupants

Space Relationship:

Close to CommRadio and TV Studio

Furniture/Equipment:

Monitor Wall or a means to do newsroom “hits” or “bumpers”. Collaborative flexible tables and seating.

Electric Lighting:

Overhead lighting

Electric Power:

Ample power and data outlets. Voice, data, cable, video, UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC. Separately zoned.

Special Needs or Finishes:

Painted walls, glass walls, dropped ceiling 7-10 foot clear, Carpet or VTC floors. White board “idea” walls.

Space: Screening Room

Quantity: One

Assignable Square Feet: 800

Total Assignable Square Feet: 800

Space Purpose and Type of Activity:

Small screening room for use by faculty and students.

Number/Type of Occupants:

10-20 Occupants

Space Relationship:

Furniture/Equipment:

Moveable furniture, table tops. Current AV set up in existing room. Television monitor, projection.

Electric Lighting:

Overhead lighting, task lighting

Electric Power:

Ample power and data out lets. Voice, data, cable, video and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC. Separate zoning.

Special Needs or Finishes:

Carpet, VTC base, dropped ceiling 7-8 foot clear.

Space: Shooting Space (Green Screen)

Quantity: One

Assignable Square Feet: 800

Total Assignable Square Feet: 800

Space Purpose and Type of Activity:

Students will use this space to shoot projects. Faculty will use the space for class demonstrations.

Number/Type of Occupants:

18 Students

Space Relationship:

Furniture/Equipment:

Storage Cabinets and counter space. Television monitor.

Electric Lighting:

Overhead lighting. Lighting grid and dimmer board. An "On Air" light is needed.

Electric Power:

Ample outlets for power and data. UPS power on lighting board.

Heating, Ventilation, Air Conditioning:

Central HVAC, separately zoned and controlled.

Special Needs or Finishes:

No windows, painted dark, open ceiling 16 to 20 foot clear, VTC flooring and base, Acoustical treatment for quiet space.

Space: Student Study and Work Area

Quantity: One

Assignable Square Feet: 600

Total Assignable Square Feet: 600

Space Purpose and Type of Activity:

This is an area for students to meet, study and gather.

Number/Type of Occupants:

15-20 Occupants

Space Relationship:

Entry area, possibly on the floor in area around staircase to ground floor.

Furniture/Equipment:

Collaborative seating, tables, and study and stations. Tables for printing stations.

Electric Lighting:

Overhead and task lighting

Electric Power:

Ample outlets for power and data, charging stations, printers for students.

Heating, Ventilation, Air Conditioning:

Central HVAC

Plumbing:

Drinking fountain

Special Needs or Finishes:

Painted walls, or glass dependent on location. Natural light and windows desired.

Space: TV Studio

Quantity: One

Assignable Square Feet: 1,200

Total Assignable Square Feet: 1,200

Space Purpose and Type of Activity:

This lab can be run as a news station using different sets to produce a standard network news production, including sports and weather segments. It will also be used for special topic presentations produced by both faculty and staff. This studio provides students experience “on air” and “behind the scene”. It is set up for recording and broadcasting productions developed by faculty and students.

Number/Type of Occupants:

7-10 Occupants

Space Relationship:

Directly connected to the TV Control Room, News Room and Storage

Furniture/Equipment:

State of the art industry HD digital technology in the studio and control room. Television monitor.

Electric Lighting:

Overhead lighting. Lighting grid and controls.

Electric Power:

Dedicated circuits as needed for equipment. Ample voice and data outlets. Voice, data, video, cable and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC, separately zoned.

Special Needs or Finishes:

VTC floors and base, open ceiling 16 to 20 foot clear, painted walls

Space: TV Storage

Quantity: One

Assignable Square Feet: 300

Total Assignable Square Feet: 300

Space Purpose and Type of Activity:

To store equipment, components and supplies

Number/Type of Occupants:

No full time occupants

Space Relationship:

Directly connected to TV studio and TV control room

Furniture/Equipment:

Shelving and storage system

Electric Lighting:

Overhead lighting

Electric Power:

Some power outlets

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Open ceiling, 16 – 20 foot clear, painted walls, VTC floor and base

Space: TV Control Room

Quantity: One

Assignable Square Feet: 500

Total Assignable Square Feet: 500

Space Purpose and Type of Activity:

Students will learn the fundamentals of a studio production to include all positions. Hands on experience and instruction.

Number/Type of Occupants:

9-11 occupants

Space Relationship:

Directly connected to TV studio and Newsroom

Furniture/Equipment:

Built-in counters, white board and tack board

Electric Lighting:

Overhead lights, some task lighting

Electric Power:

Ample power and data outlets. Voice, data, video, cable, and UPS Power

Heating, Ventilation, Air Conditioning:

Central HVAC, separate zoned

Special Needs or Finishes:

May need different levels in the space. Unfinished cement or VTC. Open ceiling with 16 – 20 foot clear.

Space: Voice Over Rooms

Quantity: Six

Assignable Square Feet: 45 Each

Total Assignable Square Feet: 270

Space Purpose and Type of Activity:

Students will use the space to do voice overs for their projects.

Number/Type of Occupants:

One occupant per room

Space Relationship:

Close to broadcast news, TV news room, CommRadio and Multi-Media Production Lab. These spaces or sound booths need to be in a low traffic area to limit external noise.

Furniture/Equipment:

Chair and computer, and computer station.

Electric Lighting:

Overhead or task lighting. "On Air" or "In Use" light.

Electric Power:

Data and power outlet. Voice, data, video cable and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC, separate zoned.

Special Needs or Finishes:

Carpet floors, acoustic treatment, carpet on walls as potential.

Space: Faculty Offices

Quantity: 35

Assignable Square Feet: 130 Each

Total Assignable Square Feet: 4,550

Space Purpose and Type of Activity:

This provides the office space for individual faculty members in the College.

Number/Type of Occupants:

One faculty member per individual office

Space Relationship:

Some offices would need to be adjacent to student newsroom and agency spaces.

Furniture/Equipment:

Office furnishings to include desk, chair, side chair, bookcase and credenza.

Electric Lighting:

Overhead and task lighting

Electric Power:

Ample power and data outlets. Voice, data and UPS power.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet floors, painted walls – windows desired or some kind of glass treatment to allow light to enter. Ability to have blinds on windows or any glass treatments. Dropped ceilings with 7-8 foot clear.

Space: Shared Faculty Office/Work Room

Quantity: One

Assignable Square Feet: 600

Total Assignable Square Feet: 600

Space Purpose and Type of Activity:

This will provide space for adjunct faculty and any visiting faculty members.

Number/Type of Occupants:

4-5 Adjunct or Visiting Scholars and Faculty

Space Relationship:

Close to the majority of faculty offices.

Furniture/Equipment:

Furniture for Five to include five desks, five desk chairs, bookcases, several side chairs and work table.

Electric Lighting:

Overhead lighting and task lighting for up to five occupants.

Electric Power:

Ample data and power outlets.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Carpet floors, VTC base, dropped ceiling with 7-8 foot clear. Window desired, or some kind of glass treatment to allow light. Blinds over any windows or glass treatments.

Space: Strat Com Studio

Quantity: One

Assignable Square Feet: 200

Total Assignable Square Feet: 200

Space Purpose and Type of Activity:

A basic studio space to be used for a one to two person shoot or up link. A faculty member or other individual could do an interview with a national news center.

Number/Type of Occupants:

One to two

Space Relationship:

Furniture/Equipment:

Seating, studio related furnishings, green screen backdrop.

Electric Lighting:

Overhead lights, "On Air" light, cabling to Telecommunications Network Services for uplink. – Lighting Grid.

Electric Power:

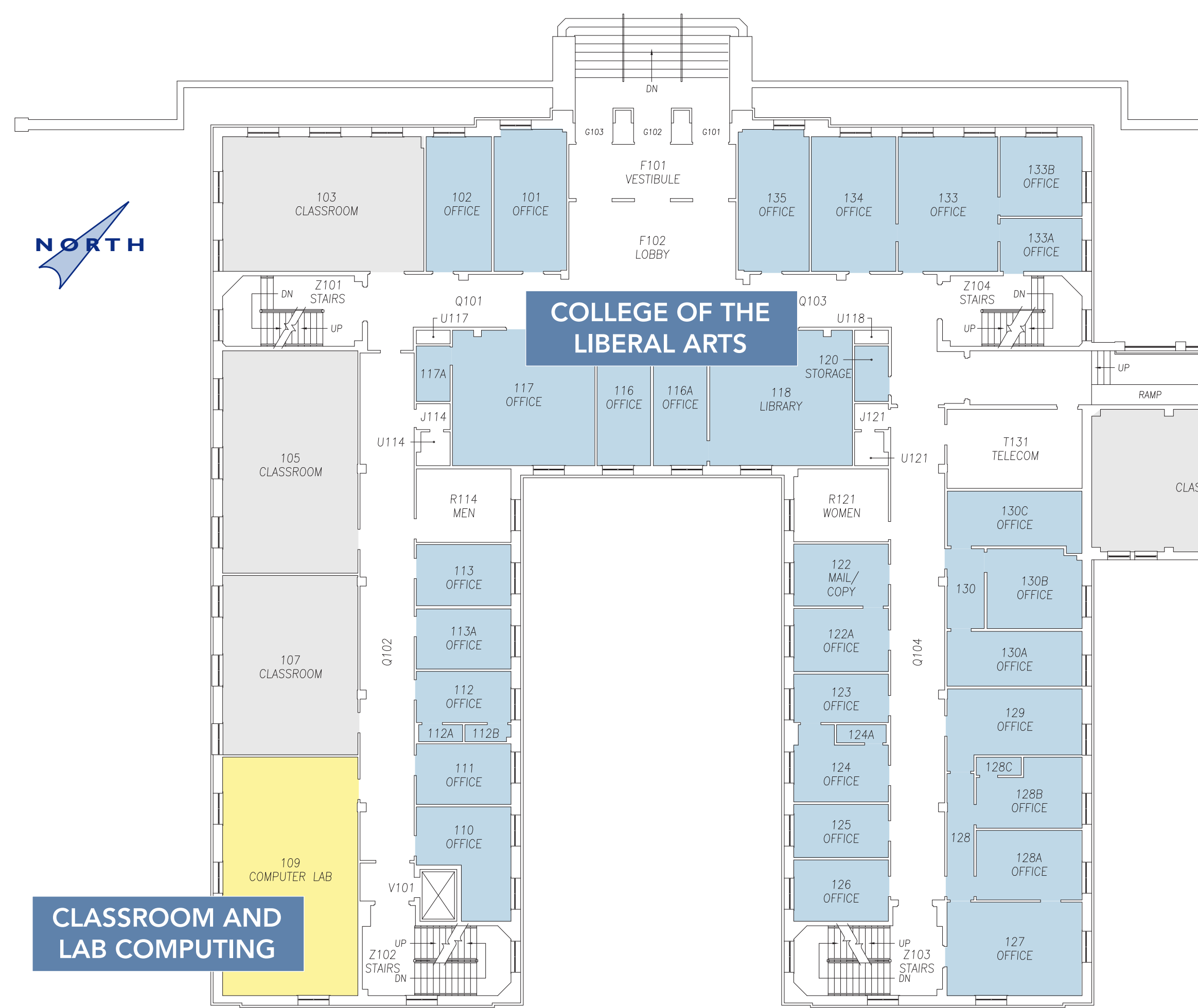
Outlets for power and data. Voice, Cable, Video, Data and UPS.

Heating, Ventilation, Air Conditioning:

Central HVAC

Special Needs or Finishes:

Open ceiling, 8-10 foot clear, painted walls, acoustic treatment. No windows.



First Floor Plan (Old Willard) - Existing

■ COLLEGE OF THE LIBERAL ARTS ■ INFORMATION TECHNOLOGY SERVICES
 Total sqft: 5,569 sf Total sqft: 706 sf



Second Floor Plan (Old Willard) - Existing

■ COLLEGE OF THE LIBERAL ARTS ■ COLLEGE OF COMMUNICATIONS
 Total sqft: 5,088 sf Total sqft: 569 sf



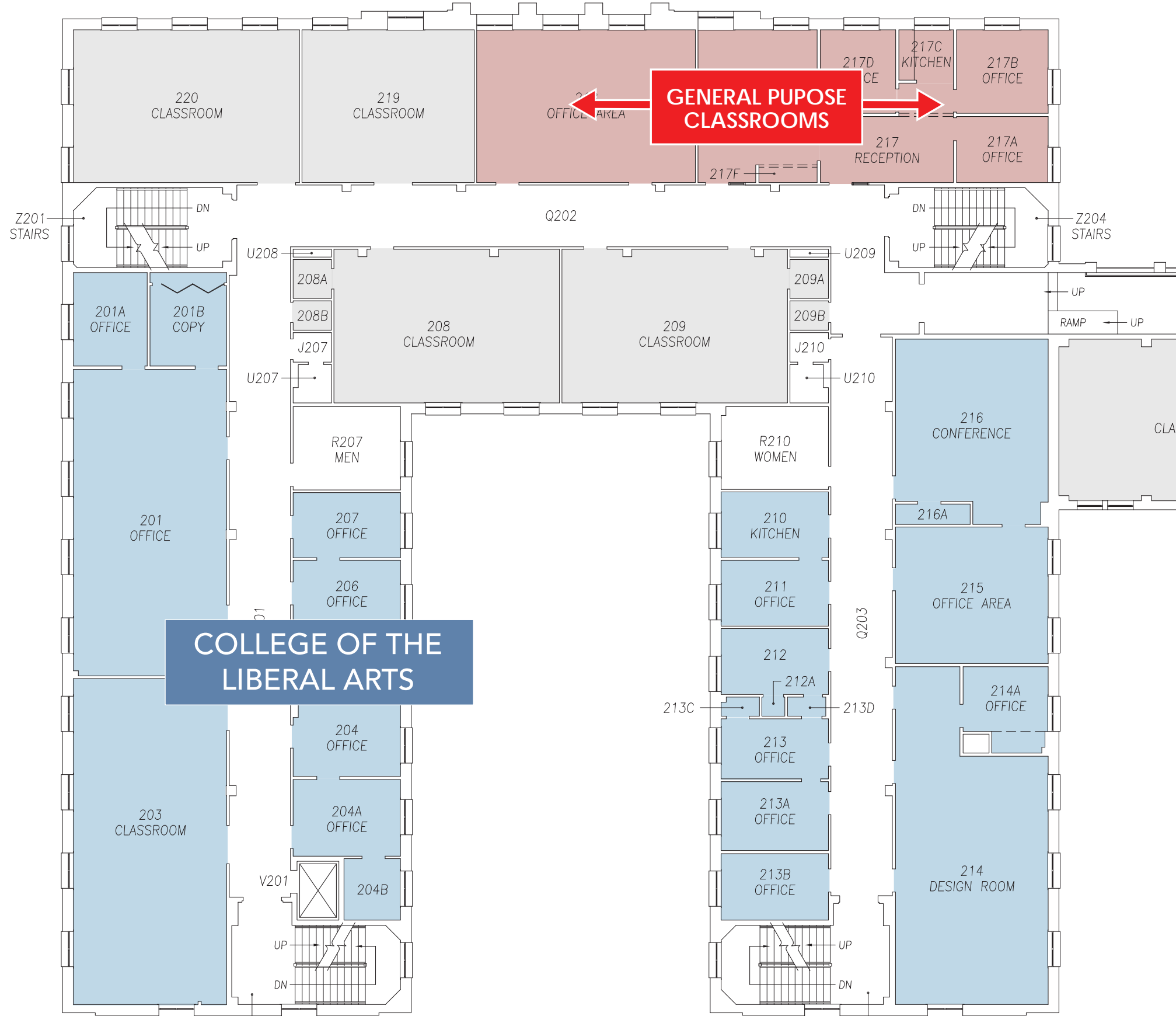
Third Floor Plan (Old Willard) - Existing

■ COLLEGE OF COMMUNICATIONS
 Total sqft: 3,967 sf



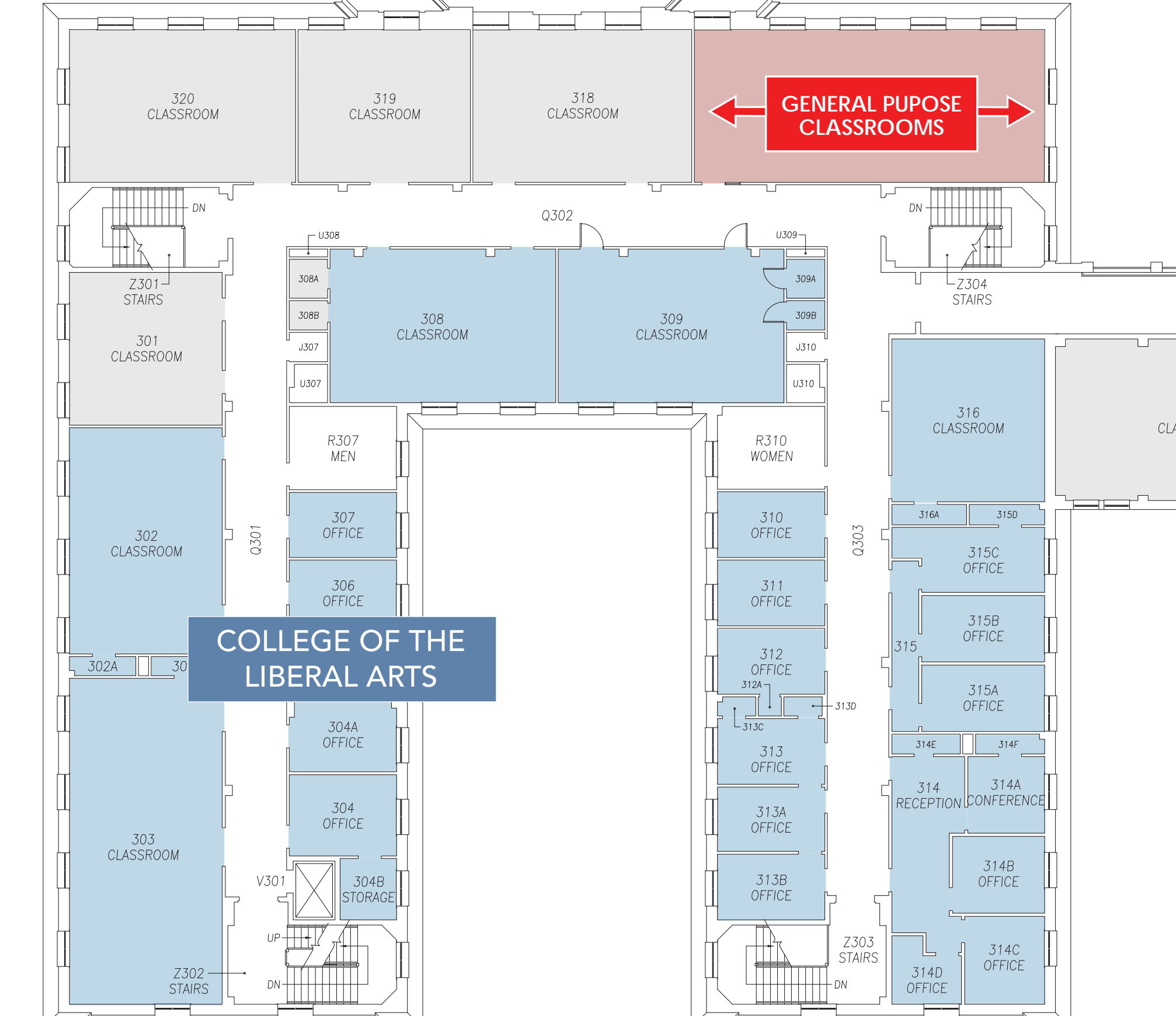
First Floor Plan (Old Willard) - Proposed

■ COLLEGE OF COMMUNICATIONS
 Total sqft: 4,918 sf



Second Floor Plan (Old Willard) - Proposed

■ COLLEGE OF THE LIBERAL ARTS ■ GENERAL PURPOSE CLASSROOMS
 Total sqft: 5,053 sf Total sqft: 1,451 sf



Third Floor Plan (Old Willard) - Proposed

■ COLLEGE OF THE LIBERAL ARTS ■ GENERAL PURPOSE CLASSROOMS
 Total sqft: 5,806 sf Total sqft: 910 sf

Willard Building



College: General Use
 Function: Multipurpose Building
 Gross Sq Ft: 135,505 sf
 Assign Sq Ft: 77,818 sf
 Year Built: 1949
 Status: Active



PENNSYLVANIA STATE UNIVERSITY

Facility Condition Assessment Update

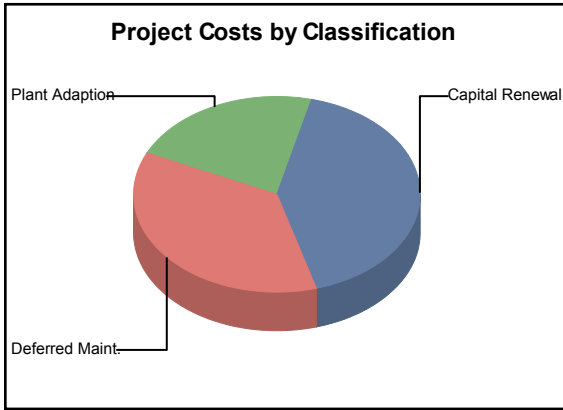
Willard Building

Asset 0012-000

Inspected March 25, 2014



EXECUTIVE SUMMARY - WILLARD BUILDING

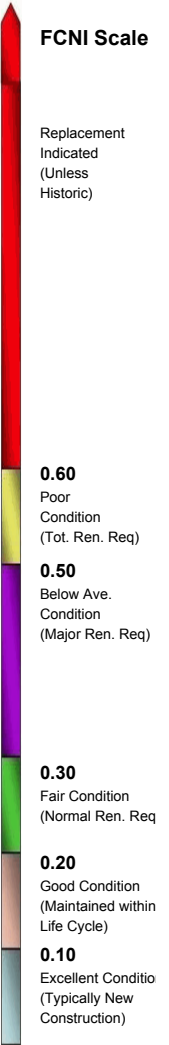


Building Code: 0012-000
Building Name: WILLARD BUILDING
Year Built: 1949
Building Use: Classroom
Square Feet: 123,541

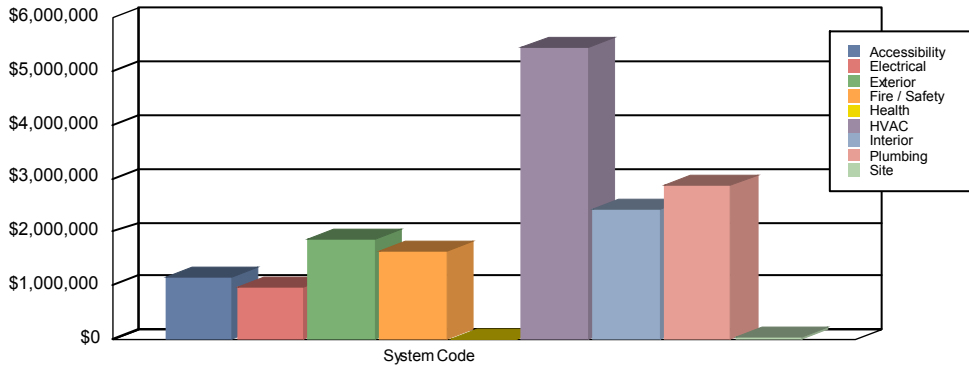
Project Costs by Priority

Priority 1:	\$0
Priority 2:	\$525,580
Priority 3:	\$14,162,440
Priority 4:	\$2,068,580
Priority 5:	\$0
Total Project Costs:	\$16,756,600
Current Replacement Value:	\$58,802,268

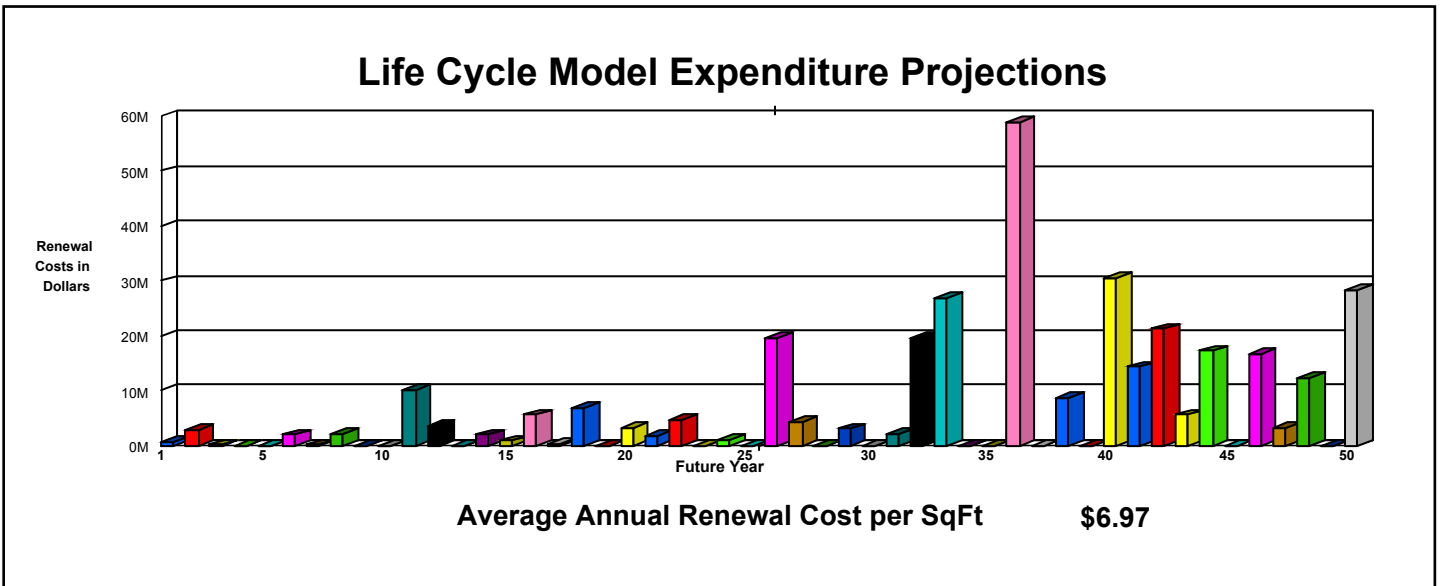
Facility Condition Needs Index (FCNI): 0.28
 (Project Costs / Replacement Cost)



Project Costs by System Code



Life Cycle Model Expenditure Projections



ADMINISTRATIVE OVERVIEW

This report is intended to update the previous Facility Condition Analysis prepared for Willard Building. The facility was reinspected by ISES Corporation personnel to determine the number of previously recommended projects that have been completed and to ascertain the extent of new damage to the facility since the original inspection. This document is a reproduction of the original report information updated for subsequent damage, inflation, and new legislative requirements. Previously estimated project costs have been inflated based upon construction cost information published in Engineering News Record. Deficiencies that have been corrected since the original inspection have been eliminated from this report. New deficiencies observed during the reinspection have been incorporated into this report by either editing existing projects or adding new ones. Edited projects are identified by the addition of "(REV 3/14)" to the project title. New projects are indicated by the addition of "(3/14)" at the end of the title.

ASSET SUMMARY

The Willard Building at Pennsylvania State University houses classrooms, offices, and a small amount of research/community service areas. The structure was constructed in two phases. The original structure was built in 1949 with classical lines, while the 1965 addition is a simple design with little or no significant detailing. The lower segment of the ground floor of the addition has limestone facing. The remainder of the entire facility has face brick. The building has four full floors and a partial basement housing mechanical systems. The floors are not coordinated between the two segments of construction, so the two sections are connected by a curtainwall construction element with stairs or ramps connecting the levels. The original ceremonial entrance faces northward into the main corridor and main floor of the old structure. This entrance has classical pilasters and carved stone details. The main entrance to the addition is simple and has a wide stoop and an aluminum storefront/airlock feature. The original section has steel casement exterior windows with carved stone panels under the most prominent units. The newer section also has aluminum-frame casement windows with stone panels under them with no carving. The rooflines are flat, and the perimeter of the roof has a parapet wall. The official size of this facility is 123,541 gross square feet. For the purposes of this report, the building faces north, and the parking lot is on the south side. Directional references in this report are based upon this directional convention.

Site

This site is simply, but adequately landscaped and maintained. No additional ornamentation is recommended to augment the site landscaping design.

The asphalt parking along the south side of the facility is in relatively good condition. No major asphalt upgrades should be needed within the next ten years, aside from routine maintenance. Adequate accessible parking is in place in the existing lot.

The north and east ceremonial entrances have freeze damage and chemical-related finish deterioration. The main north ceremonial entrance also needs handrail upgrades and reconstruction of the stone treads and original feature masonry elements. The damaged sidewalks should be replaced as appropriate to eliminate spalled, heaved segments.

Exterior Structure

The various roof sections are a flat, built-up design. The 1997 upper main, flat, modified bituminous built-up roofing system on the west wing was repaired in late 2009 and appeared to be in reasonable condition at the time of the re-inspection. The east wing has a newer gravel topped, built-up roofing system from 2001 that is also in adequate condition, but roof replacement will likely be necessary during this review period.

Brick veneer with stone panels, cornices, and accents comprises the primary exterior finish. While the brick and stone panels are generally fundamentally sound with some exceptions, exposure to the elements has caused some deterioration of the mortar joints and expansion joints. The parapet walls of the older section reportedly received major restoration to correct freeze damage at the time the roof was replaced in 1997. However, cleaning, surface preparation, selective repairs, tuck pointing, and applied finish or penetrating sealant upgrades are recommended to restore the aesthetics and integrity of the building envelope.

The aged and weathered steel- and aluminum-framed, single-pane windows are recommended for replacement. Failure to replace the windows can result in higher energy costs and damage to the interior. The new windows should retain the architectural aesthetic of the building and incorporate modern energy-efficient features, such as thermal panes. Replacement of windowsills and trim may also be necessary as part of the overall effort.

Some exterior doors were upgraded in 2013, but the remaining aged and inefficient exterior door systems should still be replaced. The replacement units should maintain the architectural design aspects of this facility and be modern, energy-efficient applications.

Interior Finishes/Systems

Interior floor finish applications include carpet and vinyl tile. There are sections of the building that still have aging and/or damaged 9 x 9 inch tile flooring with suspected asbestos containing material (ACM). The carpeting is also likely to be installed over asbestos flooring. Universal interior floor finish replacement over the next ten years is recommended. The older 9 x 9 inch tile should be tested for ACM and removed according to test results.

The ceiling finish applications vary in age, type, and condition. Ceiling finish upgrades should be considered as part of any future cosmetic improvements or major comprehensive renovation efforts. Some main corridors and stair towers retain original plaster ceilings that should be repainted. Other rooms and spaces in this building have hidden spline or grid-supported, lay-in panel ceiling finishes.

These acoustical ceilings vary significantly in design and condition from area to area. In support of future renovations and interior design unification in this facility, replacement of these ceilings with modern 2 x 2 foot, lay-in ceiling systems is recommended. This upgrade should be planned in support of proposed HVAC and mechanical, electrical, and plumbing (MEP) recommendations within this report.

Interior wall finish applications vary in age, type, and condition. Wall finish upgrades should be considered as part of any future cosmetic improvements or major comprehensive renovation efforts. With the exception of a relatively small number of upgraded interior doors, the condition of the interior door systems is such that door system replacements are recommended as part of a comprehensive renovation effort. Complete demolition of the existing door systems and replacement according to a code compliant plan to protect egress passages properly are recommended.

The large first floor lecture hall, as well as other spaces with fixed seating, were constantly in use at the time of this site visit. However, these seats appeared to be in reasonable condition, and it is assumed that adequate accommodation has been made for wheelchair access.

Accessibility

This facility has direct wheelchair access from the south parking lot via the center access door of the original section. There is also direct wheelchair access to the ground floor at the south end of the addition. These entrances have power-assisted door operators. There is no direct wheelchair access to the first floor. However, the levels are served adequately by an ADA-compliant elevator system and a wheelchair lift at the ground floor connector stair. No additional elevators or ramps are needed. Recommended exterior door upgrades, detailed in the Exterior Structure section of this report, will improve accessibility throughout the structure. The site sidewalks vary in condition. Upgrades to the handrails and walking surfaces recommended in the Site section of this report will adequately resolve any major ADA related issues.

The interior doors of the original section are not generally accessible, lacking adjustable door closers, appropriate clearances, and levered door hardware. The interior doors of the addition are generally an adequate width for wheelchair passage. Interior door upgrades are addressed in the Interior Finishes section of this report.

There is a dual-level accessible drinking fountain in the link between the old and new structures. The remaining drinking fountains are single-level, wall-mounted units. These installations have no provisions to protect the accessible route from the projection hazard of the wall projecting systems. The units vary in age and design, but all units will deplete their practical service lives within two to five years. The old drinking fountains should be replaced with new dual-level applications, and each new installation should be set in a wheelchair accessible alcove or flanked by wing walls to comply with current ADA standards.

Some of the multi-fixture restrooms in the west wing have been renovated and upgraded for accessibility, but typically, the balance of the restrooms in this building have aging and dated finishes and fixtures that do not provide compliant ADA accessibility. These restrooms are due for full

renovations that should incorporate ADA features for accessibility. Due to the differential finish floor elevation at the basement floor and the lack of a ramp, the addition of a unisex accessible restroom is recommended in this portion of the building.

Current legislation regarding building accessibility by the handicapped requires that interior stairs have graspable handrails on both sides, that the rails have a specific end geometry, and that the handrails continue horizontally at the landings. In addition, guardrails must prevent the passage of a 4-inch diameter sphere (6 inches in the triangle formed by the lower rail and tread/riser angle). Although the stairs are "grandfathered" under the code enforced at the time of construction until a major renovation occurs, they are deficient in handrail and guardrail design. Future renovation efforts should include comprehensive stair and balcony railing and finish upgrades.

Current accessibility legislation requires that building amenities be generally accessible to all persons. The configuration of the break room kitchenettes is a barrier to accessibility. The installation of accessible kitchenette cabinetry at the existing break rooms is recommended.

Current legislation regarding handicapped access within buildings requires that goods, services, and amenities offered in buildings be generally accessible to all persons. The absence of ADA-compliant signage in most areas represents a barrier to accessibility. The installation of ADA compliant Braille signage with raised pictograms is recommended in an effort to improve the overall level of accessibility.

Health

It is probable that some interior floor tiles and/or mastic contain a controlled concentration of asbestos. Proper testing and handling according to test results is necessary as the various floor finishes are restored. Allowances for ACM tile removal are included in the floor finish upgrade detailed in the Interior Finishes section of this report.

Fire/Life Safety

Generally, the structure has the egress plans and fire safety design enforced at the time each structure was constructed. There are three stair entry points that need safety upgrades to prevent a stair user from accidentally continuing down the stair to a lower exit access corridor than was intended by the designer's fire egress plan. The installation of spring-loaded steel gates with instructional signage is recommended at these locations.

This building is served by an outdated fire alarm system that does not comply with ADA standards for visual alarm and pull station locations. Remove the existing aged system. Install a modern addressable point fire alarm system throughout the building. This work includes panels, pull stations, audible/visual and visual devices, smoke detectors, and heat detectors. Install all devices in accordance with current NFPA and ADA requirements. The system should report activation or trouble to an applicable receiving station, such as campus security and/or the local fire department.

This building is not fully sprinkled. A structure of this size and type should be protected throughout by a fire sprinkler system. Install an automatic fire sprinkler system throughout the facility to include piping, valves, sprinkler heads, and piping supports. Install flow switches and sensors that interface with the fire alarm system. This work will reduce overall liability and risk of loss.

The exit signs in this facility are LED-illuminated and connected to the emergency power network. Emergency lighting is available through standard interior light fixtures that are also connected to the emergency power network. All egress lighting systems are adequate and in good condition. There are no related upgrades to recommend at this time.

HVAC

This facility is sub-fed steam from the University's steam loop. Shell-and-tube heat exchangers produce heating water for circulation throughout both wings. Heating and ventilation in the west wing are accomplished with rooftop air handling units. Central station air handlers provide climate control in the east wing. Chilled water for air conditioning is provided by the campus loop. Residential-grade air conditioning units provide supplementary cooling in select areas.

The HVAC systems were found to be outdated and inefficient. A complete redesign and replacement of the HVAC system is recommended. Demolish the existing equipment, and install a new modern HVAC system. Install air handlers, ductwork, terminal units, heat exchangers, pumps, piping, controls, and electrical equipment. Specify direct digital controls (DDCs) for the new equipment. Incorporate variable frequency drives (VFDs) into the new HVAC design as applicable. Some of the existing equipment and piping insulation are suspected to be ACM. This must be removed and disposed of in accordance with all pertinent regulations. An allowance for this abatement has been included in the recommendation. Furthermore, the exhaust fans on the roof were found to be in poor condition. The installation of new exhaust fans in coordination with the proposed HVAC system renovation is advised.

Electrical

The 1965 addition is fed 4,160 volt electrical power from the campus electrical distribution network. A 500 kVA, dry-type transformer steps voltage down to 120/208 volts. A Federal Pacific brand main switchgear supplies power to a 600 amp motor control center and a 500 amp main breaker for the secondary electrical system. This electrical service equipment is at or near a state of lifecycle depletion, and an upgrade is necessary to accommodate the proposed HVAC upgrades. Remove the existing transformer and main distribution equipment. Install a new electrical service to accommodate the proposed upgrades. The new service should include 480 volt power for lighting and mechanical equipment.

The secondary electrical network has been upgraded in the past. New breaker panels were retrofitted into the original power panel cabinets. However, devices, including switches and receptacles, are generally timeworn. In some instances, standard receptacles are located where GFCI receptacles are

now required. Panelboard directory labeling is outdated. Replace the original breaker panels and all aged switches and receptacles. Provide GFCI receptacles as required. Upgrade breaker panel directories for circuit identification.

The lighting throughout the facility includes both T12 and T8 fluorescent fixtures. Lighting fixtures in several of the corridors have been replaced. An estimated 40 percent of the fixtures were found to be outdated and inefficient T12 applications. Replace existing outdated light fixtures with new energy-efficient applications that operate on 277 volts. Coordinate this work with the proposed electrical system upgrades. Install occupancy sensors in select areas as an additional energy conservation measure. Judging from the quantity and condition of the exterior light fixtures, no site lighting upgrades are recommended at this time.

The University's emergency power network supplies 4,160 volt electrical power to both wings . The transfer switches supply emergency power to distribution panels that support exit signs, corridor lights, and stair lights.

Plumbing

The domestic cold water enters the building through two metered mains. A main in mechanical room M003 serves the west wing, and a main in the basement mechanical room serves the east wing. Both mains have adequate backflow prevention. The domestic water supply network was found to consist of soldered copper piping where it could be observed. Considering the age of the facility, the plumbing network is nearing the end of its statistical lifecycle. Failure to replace the water supply piping within the scope of this report could result in frequent leaks and consequential maintenance costs. Install a new copper water supply network with fiberglass insulation. Also install isolation valves, pressure regulators, shock absorbers, backflow preventers, and vacuum breakers in appropriate areas. Some of the existing pipe insulation is suspected to be ACM that will have to be properly removed and disposed of during the demolition phase. An allowance for abatement has been included in this recommendation.

The sanitary drainage network consists of threaded galvanized vent piping and cast-iron drain piping. Where it could be viewed, the drain piping appeared to be past its statistical lifecycle. Failure to replace the drain piping within the scope of this report could result in frequent leaks and consequential maintenance costs. Remove the existing sanitary and storm drain piping, and install new cast-iron drain piping networks with copper runouts to the fixtures. Also install new floor drains, roof drains, and traps. Coordinate this work with related plumbing recommendations.

Some of the restroom plumbing fixtures are in need of an upgrade. The proposed renovations are detailed in the Accessibility section of this report. The building is served by steam type domestic water heaters. These heaters appear to be original to construction. As it ages, a heat exchanger's efficiency is reduced by internal tube scaling and weakening of heat transfer support surfaces. A new heat exchanger, circulating pump, controls, and associated piping and electrical equipment are recommended. This work includes demolition of existing equipment.

Vertical Transportation

The Willard Building is served by three vertical transportation units. A wheelchair lift (235) serves floor G and appears to be in good condition, with no modernization recommendations needed. A traction elevator (162) with a travel of four floors was originally installed by Otis Elevator. The elevator system (044) serving the building was installed by General Elevator in 1949 has a travel of four floors.

Overall, the two passenger elevators have served beyond their intended usage. They are recommended for a complete modernization within the next year. Modernization should include replacing or rebuilding the traction elevator hoist machine and installing a new AC motor, installing new digital controls, rebuilding the drive and secondary sheaves and replacing the ropes, travel cables, selector, and all non-compliant code related items in the hoistway and pit as needed. Install new hoistway door hardware. Verify that rail bracket spacing is compliant with current code. Renovate the cab interior, including all finishes, ceiling, floor, and fixtures. Upgrade the car operating panel, including fire service and instructions. Install a ventilation fan and car doors, including hardware, door operators, and door restrictors. Hall fixtures should be replaced. All work and equipment are to meet ADA and code requirements in place at the time of modernization. Additional work may be required in the machine room to meet code.

Work Completed Since The Last Inspection

- Roof repairs were completed in late 2009.
- Some exterior doors were upgraded in 2013.
- A percentage of interior doors have been replaced.
- LED exit signs have been installed.
- Several condensing units have been replaced.
- The lighting fixtures in several of the corridors have been replaced.
- A new ATS has been installed for the emergency power requirements of the east wing in the building. The University has marked the emergency generator project as completed.
- Backflow preventers have been installed on the two water mains.

Note: The deficiencies outlined in this report were noted from a visual inspection. ISES engineers and architects developed projects with related costs that are needed over the next ten-year period to bring the facility to “like-new” condition. The costs developed do not represent the cost of a complete facility renovation. Soft costs not represented in this report include telecommunications, furniture, window treatment, space change, program issues, relocation, swing space, contingency, or costs that could not be identified or determined from the visual inspection and available building information. However, existing fixed building components and systems were thoroughly inspected. The developed costs represent correcting existing deficiencies and anticipated lifecycle failures (within a ten-year period) to bring the facility to modern standards without any anticipation of change to facility space layout or function. Please refer to Section Three of this report for recommended Specific Project Details.

Form of Agreement 1-P

THE PENNSYLVANIA STATE UNIVERSITY

OWNER AND PROFESSIONAL

AGREEMENT

THIS AGREEMENT made this _____ day of _____

in the year Two Thousand _____, by and between THE PENNSYLVANIA STATE UNIVERSITY, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to Pennsylvania nonprofit corporation laws, having its principal offices at University Park, Centre County, hereinafter called the "Owner," and

hereinafter called the "Professional," for the following Project:

PSU Project No. _____

In consideration of the promises set forth herein, and with intent to be legally bound, the parties agree to the terms set forth within this Agreement.

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DEFINITIONS:

Contract Documents consist of the General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to receipt of Trade Contract bids, Form of Proposal, other documents listed in the Agreement and those modifications to the Contract as follows: Owner's written authorization to the Contractor for changes to the Scope of Work, a Change Order, and a written order for a minor change in the Work issued by the Professional.

Contractor means the person or entity retained by the Owner to perform Work for the project and includes the Contractor's Representative.

Construction Budget means the project construction cost limit established by the Owner.

Construction Cost Estimate means a detailed breakdown of all costs associated with the scope of work required to meet the project requirements projected to the mid-point of construction.

Final Completion means the point at which the project is fully completed in accordance with the Contract Documents (this includes *all* physical/construction obligations, administrative obligations, and punch list obligations).

The **Owner** is The Pennsylvania State University, a non-profit corporation created and existing under the laws of the Commonwealth of Pennsylvania, and an instrumentality of the Commonwealth of Pennsylvania; this term shall include the Owner and/or the Owner's authorized representative.

The **Pennsylvania State University Design and Construction Standards** means those design and construction standards as set forth at: http://www.opp.psu.edu/planning-construction/design_and_construction_standards/standards-and-forms.

The **Professional** is the person lawfully licensed to practice architecture or engineering, or the firm employed to provide architectural or engineering services, for the referenced project. The term "Professional" shall mean the Professional or the Professional's authorized representative.

The **Project** shall comprise the Work defined by the Contract Documents and may include work by the Owner or other Separate Contractors, Trade Contractors, Sub-Trade Contractors or the Professional.

The **Scope of Work** means the work reasonably contemplated, required, implied, or reasonably inferable by the Contract Documents or normal standards of the building trades, whether or not explicitly contained in the Contract Documents.

Services means the services provided by the Professional and/or by consultants retained by the Professional for the Project.

Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

Work means the construction and services necessary or incidental to fulfill the Contractor's or Professional's obligations for the Project in conformance with the agreement between the Owner and Contractor or the Owner and Professional.

ARTICLE 1: PROFESSIONAL'S RESPONSIBILITIES

1.1 General Responsibilities

1.1.1 The Professional shall furnish or provide the architectural and engineering services as outlined herein, and any other relevant data, specifications or documents, as necessary for a complete project. The Professional shall expeditiously perform said services in a manner consistent with professional skill, care, and the orderly progress of the work. In carrying out all obligations pursuant to this Agreement, including the furnishing of Construction Documents, the Professional shall in all respects conform to the applicable professional standard of care.

1.1.2 By executing this Agreement, the Professional represents to the Owner that the Professional possesses the requisite skill, expertise, and credentials to perform the required services, and that Professional is licensed to practice by all public entities having jurisdiction over the Professional and the Project. The Professional further represents to the Owner that the Professional will maintain all necessary licenses, permits, or other authorizations necessary to act as Professional for the Project until the Professional's remaining duties hereunder have been satisfied. The Professional assumes full responsibility to the Owner for the negligent acts and omissions of the Professional's consultants or others employed or retained by the Professional in connection with the Project.

1.1.3 Execution of this Agreement by the Professional constitutes a representation that the Professional has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.1.4 The Professional shall provide the services required by this agreement in conformance with the most recent project schedule approved by the Owner.

1.1.5 The Professional shall provide Professional Services, per Exhibit A and per this agreement, in accordance with The Pennsylvania State University Design and Construction Standards referenced in Exhibit C.

1.1.6 The Professional is responsible for additional submission and presentation requirements as outlined for Board of Trustee approval or other administrative approval.

1.1.7 If a Construction Manager is hired by the Owner it will be the responsibility of the Professional to collaborate and work in concert with the Construction Manager throughout the duration of the project. Furthermore, the Professional shall reconcile all cost estimates with the Construction Manager.

1.1.8 (OPTIONAL) Payment of the Professional's fees, as per in Article 9, is contingent upon completion of the documents per the attached schedule. (Attach Schedule as Exhibit D, if Schedule has been developed.)

1.1.9 (OPTIONAL) Adherence to Time Schedule. The Professional shall strictly adhere to submission schedules as set forth in this Agreement. Should the Professional become aware that he will be unable to meet any of the dates set forth in this Agreement, the Professional shall immediately notify the Owner in writing.

- The Professional shall include in the notice the reason(s) for the Professional's inability to meet the date(s) and a request that the Owner amend the time schedule.
- The Owner shall review the Professional's notice and determine whether or not to amend the time schedule.

If the Owner determines that the delay is **due to the fault of the Professional**, the Owner may amend the schedule and direct the Professional to expeditiously proceed with the design of the project, in which case **the Owner may hold the Professional responsible for any costs attributable to the delay**, or terminate the Agreement for default of the Professional, in accordance with the provisions of this Agreement.

If the Owner determines that the delay is not due to the fault of the Professional, the Owner may amend the time schedule. The Professional agrees that such an amendment of the time schedule is his exclusive remedy for a delay and that he may not make any claims against the Owner for increased costs due to the delay.

1.1.10 Building Information Modeling (BIM). The project will be designed, constructed, and operated using Building Information Modeling (BIM). The BIM project scope is defined in The Pennsylvania State University Office of Physical Plant BIM Contract Addendum (BIM Addendum). This addendum applies to all projects exceeding a Total Project Cost of \$5 Million new construction, substantial renovation, or as directed by the Office of Physical Plant Project Manager. On qualifying projects, professionals shall use BIM application(s) and software to develop project designs and assist in the coordination of construction.

The Pennsylvania State University is committed to utilizing BIM technologies and processes to execute the design, construction, and operations of its new High Performance buildings and the updating of all existing structures and infrastructure. The intent is to achieve the following goals: facilitate a collaborative project environment between all project stakeholders beginning at project conception through facility operations; improve facility system coordination to streamline design and construction processes and minimize change orders; deliver a better overall facility design, visualize construction processes, avoid field conflicts, develop building life cycle costs, accurately project cost estimates, and seamlessly transition into facilities operations; develop high performance buildings in accordance to The Pennsylvania State University sustainability goals; incorporate the Record Model and As-Built Models, including infrastructure and building systems, into the existing Enterprise Asset Management system (EAM) to create an As-Maintained Facilities Management Model; and establish a technology platform and provide continuous support to incorporate future technologies into existing processes.

The Professional shall provide all deliverables in compliance with the BIM Addendum at stages described in the BIM Plan. The BIM Model is an instrument of service and is considered to be a component of Design and Construction Documents governed by Article 7 of this Agreement and within the BIM Addendum, without exception.

The Professional shall lead the development of a project specific BIM Execution Plan (BIM Plan), documenting the collaborative process in which BIM will be implemented throughout the life cycle of the project, during the design phase. An initial BIM Plan shall include the Professional's requirements identified in the BIM Addendum and the Office of Physical Plant Plan Template. It shall be submitted for approval by The Pennsylvania State University prior to the contract execution. A collaborative BIM Plan shall be developed with the Contractor/CM prior to completion of the schematic design phase. In the event that a Contractor is not procured for preconstruction services, the Professional Team and Owner shall develop the collaborative BIM Plan. The BIM Plan shall be revisited with the entire project team prior to Construction and submitted to the Office of Physical Plant for final approval. Payment may be held at each development phase until the BIM Plan is approved.

All costs associated with BIM, including model updates during construction, shall be included in the base contract price (contract Article 9.1.1). A breakdown of any cost associated with the implementation of BIM must be disclosed in the BIM Addendum.

Any questions or variations from this language shall be submitted in writing and agreed upon with the Office of Physical Plant BIM Manager or Manager of Design Services.

1.1.11 Contractor Design-Assist. The Owner anticipates utilizing contractor/vendor design-assist on some aspects of the project. If utilized, the Professional will assume the responsibility for incorporation of the design assist information into the overall design.

1.1.12 (OPTIONAL, If there is a cost impact for not meeting the LEED certification level, it should be outlined as a penalty in this section.) LEED Responsibility for Project. The Professional shall ensure that the LEED target certification level for the project is achieved. The Professional shall be primarily responsible for identifying the listing of credits to be achieved during the project in an effort to meet the

certification level. The Professional shall also be responsible for preparing all documentation required for submission. The Professional shall use as a guide The Pennsylvania State University LEED Policy to be provided by the Owner.

1.2 Schematic Phase

The Professional shall review and comply with the Project program and The Pennsylvania State University Design and Construction Standards, both as furnished by the Owner, and shall conduct appropriate visits to the Project site. The Professional shall then provide to Owner a preliminary evaluation of the program and schedule and a preliminary construction cost estimate. The Professional shall review with the Owner alternative approaches to project design and construction, as may be required.

After the Owner has approved the Project scope, cost estimate and schedule as submitted by the Professional, the Professional shall prepare and submit to the Owner, for approval, Schematic Design Documents and any other documents required by the Owner. Refer to the Design Phase Submittal Requirements document available on the Office of Physical Plant web page for a listing of submission requirements for the Schematic Phase.

Following approval of Schematic Design Documents and any other documents required at such phase by the Owner, The Professional shall submit a Construction Cost Estimate. The estimate shall be determined by the Professional using the most accurate means available.

1.3 Design Development Phase

After approval by the Owner of the Schematic Design Documents, and any Owner-authorized changes in Project scope or construction budget, the Professional shall prepare and submit, for approval by Owner and any government authorities, Design Development drawings and any other documents required by the Owner for said approval. These drawings and other documents shall fix building size, delineate and describe the various construction materials to be used, and indicate the structural, mechanical, and electrical systems upon which the design is based. Refer to the Design Phase Submittal Requirements document available on the Office of Physical Plant web page for a listing of submission requirements for the Design Development Phase (noted as Preliminary and Design Phase in the document).

The Professional shall provide an update of the Construction Cost Estimate and schedule and advise the Owner immediately of any adjustments.

1.4 Construction Document Phase

After approval by the Owner of the Design Development Phase documents, and any further Owner-authorized changes in Project scope or construction budget, the Professional shall prepare and submit to the Owner, for approval, Construction Drawings and Specifications/Project Manual (hereinafter referred to as the "Construction Documents") required by the Owner for said approval. These Construction Documents shall delineate, detail, and completely specify all materials and equipment required to fully complete construction of the Project in every respect, consistent with current standards of the profession. The Construction Documents shall completely describe all work necessary to bid and construct the Project. Refer to the Design Phase Submittal Requirements document dated August 2006 (or any subsequent updates), available on the Office of Physical Plant web page, for a listing of submission requirements for the Construction Document Phase.

Any review and approval by the Owner of the Construction Documents shall not be deemed to diminish the Professional's obligations under this Agreement.

The Professional shall provide an update of the Construction Cost Estimate and schedule and shall advise the Owner immediately of any adjustments.

The Professional shall be responsible for completing all of the appropriate planning modules, soil and erosion control plans, and other documents which may be required.

The Professional shall be responsible for obtaining, on behalf of the Owner, whatever approvals are necessary to connect to non-Owner-owned utility lines.

The Professional shall coordinate the Construction Documents for all of the Separate Prime Contracts or trade packages, as required, and shall employ all reasonable and necessary efforts to prevent omissions, conflicts, overlaps, or duplications of any items of work or materials on the Project.

The Professional shall coordinate the services of all design consultants for the Project, including those retained by the Owner.

1.5 Bidding Phase

After approval by the Owner of the Construction Documents, the Professional shall prepare and distribute all necessary bidding correspondence and documents, evaluate bid proposals, attend pre-bid or pre-award meetings, clarify the scope or intent of the Construction Documents, evaluate proposed subcontractors, and assist in the preparation of construction contracts.

1.6 Construction Phase

The Professional shall issue a set of construction documents that incorporate all bidding documents and revisions per addenda prior to the start of construction.

The Professional's responsibility under this Agreement for Construction Phase services commences with the execution of the Contract(s) between the Contractor(s) and the Owner and terminates no earlier than the expiration of the Contractor's one-year guarantee period against defective materials, equipment, and/or workmanship. This paragraph is not intended to, and shall not be construed as, affecting in any way the calculation of any applicable legal statutes of limitation.

Administration, by the Professional, of the construction contract(s) shall be as outlined below and in accordance with the General Conditions of the Contract for Construction. The Professional agrees to perform all of its obligations under this Agreement consistent with said General Conditions. The extent of the Professional's duties and responsibilities and the limitations of its authority as specified thereunder shall not be modified without written agreement between the Owner and the Professional.

The Professional shall not be responsible for the Contractor's construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. However, if the Professional has actual knowledge of safety violations, the Professional shall immediately alert the relevant Contractor or Subcontractor and shall give prompt written notice to the Owner.

The Professional shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Professional shall not be deemed to have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work. However, the Professional shall provide all required assistance to the Contractor, Subcontractors and/or agents and employees in order to facilitate the appropriate and timely performance of the Work. Furthermore, Professional is responsible for notifying the Owner and the Contractor of the Contractor's failure to carry out the Work in accordance with the Contract Documents upon observing such failure by the Contractor.

1.6.1 Schedule of Values. Upon receipt, the Professional shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Professional may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If the Schedule of Values is found to be inappropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Professional to the

contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted or, if necessary, as revised, the Professional shall sign the Schedule of Values thereby indicating the Professional's informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Professional shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner. The Professional shall provide the Owner with a signed copy of the Schedule of Values after approval.

1.6.2 Access to Work. The Professional and its authorized representatives shall have full and safe access to the work at all times.

1.6.3 Visits to the Site/Inspection. The Professional and any consultants retained by the Professional, or an authorized and qualified representative, shall visit the Project periodically as required by the Owner during periods of active construction in order to review the progress of the work, and take such actions as are necessary or appropriate to achieve the requirements of the Construction Documents in the work of the responsible Contractors, including advising the Owner's representatives as to particular matters of concern. It shall also be the duty of the Professional to have its Consultants visit the site periodically as required during their respective Phases of the work, at such intervals as may reasonably be deemed necessary by the Owner and the Professional, to review their respective Phases of the work in order to achieve the requirements of the Construction Documents.

The purpose of such site visits and reviews will be to determine the quality, quantity, and progress of the Work in comparison with the requirements of the Construction Documents. In making such reviews, the Professional shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule, and from overpayment to the Contractor. Following each such review, the Professional shall submit a written report within (5) calendar days of such review, together with any appropriate comments or recommendations, to the Owner.

Whenever, in the Professional's opinion, it is necessary or advisable, the Professional shall require special inspection or testing of the Work in accordance with the provisions of the Construction Documents whether or not such Work is fabricated, installed, or completed. The Professional shall advise the Owner of all such occurrences requiring special inspection or testing of the Work and shall obtain prior approval from Owner before any funds are committed for inspection, beyond what has already been budgeted.

1.6.4 Approval of Payment to Contractors. Based on the Professional's review of the Project, the Professional will recommend, within seven (7) calendar days after receipt, approval or rejection of payment on the Application-Certificate of Payment. Approval of the Certificate of Payment shall constitute a representation by the Professional to the Owner that the work has progressed to the point indicated on the Application, and that to the best of the Professional's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents.

The Professional shall make recommendations to the Owner for the withholding of any payment, or portion thereof, due to inadequate progress and/or performance of the Contract.

The Professional agrees that time is of the essence with respect to this provision.

1.6.5 Interpreter. The Professional will be, in the first instance, the interpreter of the requirements of the Contract Documents. The Professional will, within a reasonable time as determined by the Owner, render such interpretation as it may deem necessary for the proper execution or Progress of the Work. All interpretations by the Professional shall be defined in writing and/or by drawing and shall be consistent with the intent of the Contract Documents.

In addition to the above, the Professional shall be required to attend, at the determination of the Owner, any and all Project site conferences dealing with interpretation of the Contract Documents.

The Professional's decisions, with Owner's prior approval, shall in matters relating to aesthetic effect be final if consistent with the intent of the Construction Documents.

1.6.6 Review of Contractor's Shop Drawings and Materials. The Professional shall review, approve, and process, subject to the right of review by the Owner, Shop Drawings to ensure compliance with the Contract Documents and all product data, samples, materials, and other submissions of the Contractor required by the Contract Documents for conformity to and in harmony with the design concept of the Project and for compliance with the requirements of the Contract Documents. The Professional shall not approve any substitution of specified materials and/or equipment without first obtaining the Owner's consent. Approval by the Professional of the Contractor's submittal shall constitute the Professional's representation in accordance with Article 5 of the General Conditions of the Contract for Construction to the Owner that such submittal is in conformance with the Contract Documents.

When the Contractor is required by the Contract Documents to provide professional certification of performance characteristics of materials, systems, or equipment, the Professional shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet performance criteria required by the Contract Documents.

Based on the priorities of the construction schedule, the Prime Contractor(s) shall submit a shop drawing submittal schedule on or before the Second Regular Job Conference. The Professional shall review and check the shop drawing submittal schedule within fourteen (14) calendar days of receipt from the Contractor.

The Professional shall return the approved shop drawings, or detailed notation for resubmission, if required, within fourteen (14) calendar days after receipt from the Contractor unless mutually agreed otherwise by the Professional, Owner, and Contractor. The Professional shall act on any resubmissions within seven (7) calendar days of receipt thereof unless mutually agreed otherwise by the Professional, Owner, and Contractor. A detailed log shall be maintained by the Professional as to time of receipt of the shop drawings and time of return, with adequate notes as to their disposition.

Refer to 1.6.12 for electronic scanning and submission requirement of approved project shop drawings at the completion of the project.

The Professional is responsible to incorporate into the shop drawings comments by the Owner or Owner's authorized representative prior to the shop drawings being returned to the Contractor.

The Professional agrees that time is of the essence of this provision.

1.6.7 Job Conference Reports. The Professional shall take and retain a verbatim record of the biweekly Job Conference meetings and shall prepare and distribute summary minutes in a format approved by the Owner of each meeting within five (5) calendar days to the Owner, the Contractors, and all other interested parties.

1.6.8 Change Orders. The Professional shall review all Change Order requests within seven (7) calendar days and shall advise Owner, in writing, with respect to the necessity or advisability of same. The Professional shall also determine whether the cost is fair and reasonable for the additional work associated with the Change Order. In so doing, Professional shall provide all pertinent documents and data to the Owner, who shall make all decisions regarding approval or rejection of Change Order requests. The Professional shall maintain an appropriate Change Order log. The Professional may, after consultation with the Owner, authorize minor changes in the Work which do not involve an adjustment in the Contract sum or an extension of the Contract time and which are consistent with the intent of the Contract Documents.

1.6.9 Rejection of Work. The Professional is authorized and obligated to reject work which does not conform to the Contract Documents and shall immediately notify the Owner to stop a Contractor's work whenever, in the Professional's reasonable opinion, such action is necessary for the proper performance of the Construction Contract Work. The Professional shall not be liable to the Owner for the consequences of any recommendation made by the Professional in good faith, and in the exercise of due care in recommending to stop or not to stop the work.

1.6.10 Substantial Completion, Final, and One-Year Guarantee Inspections. The Professional and its consultants shall participate in Substantial Completion and Final Inspections to affix the dates of Substantial and Final Completion and shall concur in the report of Final Completion to the Owner prior to approving the Contractor's application for Final Payment. The Professional shall produce the punch list document and provide follow-up to ensure all items are completed to the satisfaction of the Owner. The Professional shall also acquire for Owner the Certificate of Occupancy.

The Professional and its consultants shall participate in an inspection prior to the expiration of the one (1) year guarantee period against defective materials, equipment, and/or workmanship to determine any defects in materials, equipment, and/or workmanship since the date of Substantial Completion. The Professional shall produce the (1) year guarantee period punch list document for distribution to the Contractor(s) and provide follow-up to ensure all items are completed to the satisfaction of the Owner.

1.6.11 Operations and Maintenance Data. At the time of Substantial Completion of the Project, the Professional shall review and approve all required close-out documentation required per the Specifications including, but not limited to, manufacturers' operating instructions, maintenance instructions, certificates, warranties, guaranties, and other pertinent operating and maintenance data.

The Professional shall electronically scan all reviewed and approved Operation and Maintenance data being returned to the Contractor and provide a complete set of Operation and Maintenance data for the Project in electronic .pdf format (organized by building system) to the Owner within (1) month after receipt from the Contractor.

1.6.12 Record Drawings. At the time of Final Completion of the Project, the Professional shall collect from the Prime Contractor(s) their complete sets of as-built drawings and will, within 30 days after receipt from the Contractors, transpose all the changes recorded by the Contractors, onto a full set of reproducible drawings which shall become the record (as-built) drawings of the Project. The record drawings must also be put on electronic media compatible with the Owner's ACAD system. The Professional shall submit the as-built drawing set to the Owner in both ACAD dwg format and electronic pdf format (if project is utilizing Building Information Modeling an additional record drawing format shall be required and approved by the Owner).

The Professional shall electronically scan all approved shop drawings being returned to the Contractor and provide a complete set of the approved shop drawings for the Project in electronic pdf format (organized by CSI division) to the Owner within (1) month after Substantial Completion of the project.

1.6.13 Corrections. The Professional shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its work product.

1.6.14 Errors and Omissions. If it becomes necessary during the course of construction to issue change orders which increase the cost of the Project because of the Professional's failure to produce proper and coordinated specifications and drawings, the Professional shall be assessed as follows:

1.6.14.1 Omission Change Order: A change order will be considered to be an omission change order when the additional work is necessitated by the Professional's omission of required elements or specifications in the Construction Documents, and where no work must be removed or replaced in order to carry out the change order. In such cases, the Professional shall be assessed in an amount equal to the difference between the amount of the change order and what the Owner would have paid had the omission not occurred, plus administrative costs incurred by the Owner.

1.6.14.2 Error Change Order. A change order will be considered to be an error change order when the additional work is necessitated by a failure of the Professional to conform to the applicable professional standard of care, resulting in an error which may be rectified only by removal and/or replacement of work which has been performed. In such cases, the

Professional shall be assessed in an amount equal to the difference between the amount of the change order and what the Owner would have paid had the error not occurred.

At the completion of the project, the parties shall exercise good faith in seeking to amicably resolve any disputes that may exist regarding change orders. In the event that the parties are unable to reach an amicable resolution, the dispute resolution provision of Article 12.1 shall apply.

ARTICLE 2: ADDITIONAL RESPONSIBILITIES OF PROFESSIONAL

2.1 Compliance

The Professional is responsible for the compliance of the Construction Documents with all applicable permits, laws, regulations, and ordinances of all commissions, agencies and governments, federal, state and local, insofar as they are applicable to, and have jurisdiction over, the Project. The Professional shall make all required submittals with the advance knowledge of the Owner to, and shall obtain all required approvals from, the applicable agency in a timely manner so as not to cause delays to the Project. The Professional shall also attend all hearings/meetings required for securing necessary approvals and permits.

The Professional shall be responsible for producing a submission document set for approval by Labor and Industry as required by the Commonwealth of Pennsylvania to obtain the necessary building permit. The Professional shall also be responsible for additional submissions as required by the Labor and Industry Building permit processes and procedures throughout the project design and construction.

2.2 Cooperation With Local Bodies

During the design of the Project, the Professional shall keep informed and comply with the requirements of all local zoning, planning, and supervisory bodies. Should these requirements substantially increase the cost of the Project, or should any required approvals be withheld by the local bodies, the Professional shall immediately notify the Owner.

2.3 Proprietary Items, Copyrights, Patents

The Professional shall not include in the design of the Project unless directed by the Owner any equipment, material, or mode of construction which is proprietary or which contains a copyright or patent right relating to designs, plans, drawings, or specifications, unless the equipment, material, or mode of construction is different and fairly considered superior in quality and performance. If the Professional includes in the design of the Project any equipment, material, or mode of construction which is proprietary, it shall have prior approval by the Owner and it shall only be because the item is different and fairly considered superior in quality and performance, and not for the purpose of preventing or restricting competitive bidding. Professional may not knowingly list as acceptable any item which cannot comply with the Steel Products Procurement Act.

2.4 COLUMBIA GAS HIGH PRESSURE GAS LINE (HPGL), UNIVERSITY PARK CAMPUS only

2.4.1 The Professional shall be aware of the HPGL at the University Park Campus. The route of the HPGL is depicted on the "[Columbia Gas Line Routing Map](http://legacy.opp.psu.edu/planning-construction/design_and_construction_standards/documents/job-kit-construction-services/columbia-gas-line-routing-map/view)", accessible at URL: http://legacy.opp.psu.edu/planning-construction/design_and_construction_standards/documents/job-kit-construction-services/columbia-gas-line-routing-map/view

The Professional shall advise Penn State immediately if the URL is not working.

2.4.2 The Professional is responsible to appropriately consider the HPGL in all designs and documentation prepared by the Professional or under the direction of the Professional.

2.4.3 Projects involving any temporary or permanent work within 300 feet of the HPGL shall be coordinated per the requirements and notes included on the map drawing referenced in 2.4.1.

ARTICLE 3: OPTIONAL ADDITIONAL SERVICES

Unless required by the Project Scope, the services performed by the Professional, Professional's employees, and Professional's consultants as outlined in this Article are not included in Basic Services and shall be paid for by the Owner as provided in this Agreement in addition to the compensation for Basic Services.

None of these services shall be provided by the Professional, whether they are requested by the Owner or required due to circumstances unknown at the time of the execution of the Agreement, until approval in writing has been given by the Owner.

3.1 Project Representation

If more extensive representation at the site by the Professional is required by the Owner than is provided for under Basic Services, Paragraph 1.6, Construction Phase, the Professional shall provide one or more Project representatives to assist in carrying out such additional on-site representation.

Additional Project representative(s) shall be selected, employed, and directed by the Professional with the approval of the Owner, and the Professional shall be compensated therefore as mutually agreed, in advance, between the Owner and the Professional. Such supplemental agreement letter shall also delineate the duties and responsibilities of the additional Project representative(s).

3.2 Revisions to Approved Drawings and Specifications Prior to Construction Phase

3.2.1 Making revisions to the drawings and specifications requested by the Owner subsequent to the Owner's approval of the Construction Documents as outlined in Paragraph 1.4, Construction Document Phase, unless required to keep the estimated Construction Costs within the amount budgeted for same.

3.2.2 Making revisions to the drawings and specifications required by the enactment or revisions of codes, laws, or regulations subsequent to the completion of the Construction Documents as approved by the Owner.

3.3 Preplanning

Providing special analysis of the Owner's needs such as selection, planning, and development of the site; economic, demographic, and/or financial feasibility; preliminary design criteria and budget estimates; or other special studies except as herein provided as part of Basic Services.

3.4 Specialized Consultants

Providing unusual or specialized Consultant services other than those consistent with the inherent requirements of the Project scope and required to meet the functional needs of the Project.

3.5 Surveys

Providing a complete topographic survey and/or related aerial photography, ground control, photogrammetric plotting, property boundary survey, and the preparation of a metes and bounds legal description and a related plot.

3.6 Special Studies

Providing services related to the preparation of Environmental Assessments and/or Environmental Impact Statements, Energy Impact Statements, Analysis, or Feasibility Studies as may be required by local, state

or federal government agencies, provided such services are in addition to the Project scope requirements.

3.7 Other Services

Providing services mutually agreed to that are not otherwise included in this Agreement.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, The Professional shall indemnify and hold harmless the Owner and the Owner's respective officers, directors, agents, servants, and employees from and against any and all liability, claims, losses, costs, expenses or damages, including reasonable attorneys' fees, costs and expenses, for property damage, bodily injury or death, that may arise as a result of the failure of the Professional or Professional's agents, employees or consultants, to comply with the applicable professional standards of care in rendering services in connection with this Agreement. Nothing in this indemnity section shall be construed to limit the insurance obligations agreed to herein.

ARTICLE 5: OWNER'S RESPONSIBILITIES

5.1 Basic Information

The Owner shall provide the Professional all information available at the time regarding requirements for the Project. Such information shall include:

5.1.1 A Project Program setting forth the Owner's objectives, space requirements and relationships, special equipment, and systems and site requirements.

5.1.2 A Project Budget including the amount allocated for the Construction Cost and all other anticipated costs and expenses.

5.1.3 A Project Schedule setting forth the times allotted for the Design and Construction Phases of the Project.

If the information furnished is not sufficient for the process of initiation of design solutions, the Professional shall notify the Owner immediately.

5.2 Surveys

The Owner shall furnish to the Professional, as available, surveys describing (as applicable) grades and lines of streets, alleys and pavements; the location of all rights-of-way restrictions, easements, encroachments, zoning classification, boundaries and contours of the site; location, dimensions and other necessary data pertaining to any existing buildings, other improvements and trees; information concerning existing utilities throughout the site, including inverts and depth; and shall establish a Project benchmark.

5.3 Geotechnical Engineering Services

The Owner shall pay the costs of all geotechnical engineering services required for the Project and requested by the Professional and Owner. Such services shall include, but are not limited to, tests borings, samples, field and laboratory reports, final soil reports and logs, and foundation engineering evaluations and recommendations.

5.4 Miscellaneous Tests, Inspections, and Reports

The Owner shall furnish, at the Owner's expense, air and water pollution, hazardous material, environmental, and any other miscellaneous laboratory tests, inspections, and reports as may be required.

5.5 Approval or Disapproval of Design Work

Any approval or failure of the Owner to disapprove or reject design work submitted by the Professional shall not constitute an acceptance of the work such as to relieve the Professional of his full responsibility to the Owner for the proper and professional performance of all design work on the Project.

5.6 Owner Response

The Owner shall act with reasonable promptness on all submissions from the Professional, which require action by the Owner, in order to avoid unreasonable delay in the progression of the Project through the various Phases outlined in Article 1.

5.7 Notice of Nonconformance

The Owner shall notify the Professional immediately if the Owner becomes or is made aware of any fault or defect in the Project or nonconformance by any party with the Contract Documents.

5.8 Copies of Owner's Documents

The Owner shall supply the Professional with copies of the Owner's Form of Agreement between Owner and Contractor and General Conditions of the Contract for Construction for inclusion, by the Professional, in the Bidding Documents. It shall be the Professional's responsibility to access, review, and implement The Pennsylvania State University Design and Construction Standards information provided by the Owner on the Office of Physical Plant web page. Refer to web page content listing in Exhibit C.

5.9 (OPTIONAL) Preconstruction Services

The Owner intends to independently retain a Construction Management firm to provide preconstruction and construction services. The Professional will assist the Owner in reviewing proposals and allow for two full days of meetings to interview and rank prospective construction management firms.

ARTICLE 6: CONSTRUCTION COST

6.1 Project Cost Determination

The Construction Cost for all work described in the Construction Documents, as approved by the Owner shall be determined as outlined below, with precedence in the order listed:

6.1.1 For completed construction, the total cost to the Owner for such construction work less the amount of any change order work necessary because of errors or omissions on the part of the Professional as defined in Subparagraph 1.6.14 Errors and Omissions.

6.1.2 If the Project is not constructed, the sum of the lowest bona fide bids(s) received for all of the work, providing said bids do not exceed the fixed limitation of Construction as defined in Paragraph 9.1.4 or as amended by written agreement by the Owner and Professional as the basis for design. If such bids exceed the limitation previously agreed upon, said limitation shall become the basis of cost.

6.1.3 If bids are not received, the latest Construction Cost Estimate prepared by the Professional, provided such estimate does not exceed the fixed limitation of construction as defined in Paragraph 9.1.4 or as amended by written agreement by the Owner and Professional as the basis for design.

6.2 Notification

It shall be the Professional's responsibility to promptly notify the Owner if, in the Professional's opinion, the Project cannot be designed and constructed within the fixed limitation on the cost of construction as

authorized by the Owner. It is the Professional's responsibility to so notify the Owner as soon as such a situation becomes, or should have become, apparent to the Professional.

6.3 Owner Options

If, without written acknowledgment by the Owner, the Professional permits the Construction Contracts to be bid, and if the fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid(s) or negotiated proposal, the Owner may: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiating of the Project; (3) terminate the Project and this Agreement in accordance herewith; or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Professional, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the Construction Documents as necessary to achieve compliance with the fixed limitation on construction cost. Absent negligence on the part of the Professional in making its estimates of probable construction cost, such modifications and revisions shall be the limit of the Professional's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Professional shall be entitled to compensation for all other services performed, in accordance with this Agreement.

If, after notification to the Owner by the Professional that the Project cannot be designed and constructed within the fixed limitation on the cost of construction, the Professional is by written authorization by the Owner instructed to proceed without a change in the Project program, design, or in the fixed limitation on the cost of construction, the Professional shall not be responsible for the cost of any subsequent redesign.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

All preliminary studies, Construction Documents, as-built documents, record drawings, special requirements, cost estimates, building information models and all other data compiled by the Professional under this Agreement shall become the property of the Owner and may be used for any purpose desired by the Owner except to use for the construction of an identical facility not covered by this Agreement. The Professional shall not be liable for any reuse of these documents by the Owner.

ARTICLE 8: PROFESSIONAL'S EXPENSES

8.1 Billable Hourly Rates

8.1.1 Direct personnel expense is defined as the direct salaries of the principals, associates, and employees of the firm who are assigned to and are productively engaged on the Project, including clerical employees.

8.1.2 Billable hourly rates for this project are included in the personnel listing in Exhibit B. Billable hourly rates shall be the direct personnel expense rate for any principal's time and a multiple of a maximum of (2.5) the direct personnel expense per hour for the Professional's employees which shall include mandatory and customary benefits such as employment taxes, statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

8.1.3 The billable hourly rates set forth in Exhibit B may be adjusted annually, subject to the Owner's approval, in accordance with generally accepted salary review practices of the profession. Payroll certification shall be provided by the Professional to the Owner upon demand.

8.2 Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include those expenses as follows for which the Professional shall be reimbursed a not-to-exceed amount for his direct "out-of-pocket" costs (no mark-up allowed on reimbursable expenses). Reimbursable expenses shall be submitted with supporting documentation, which shall include detailed, itemized receipts. Where requested or authorized by the Owner, the following shall be reimbursable:

8.2.1 Out-of-town and out-of-state travel expenses and any necessary fee or permit payment required and paid to any governing body or authority having jurisdiction over the Project. Air travel expenses shall be approved in advance by the Owner. Maximum individual per diem expenses for travel to the job site shall be based on the Owner's allowable per diem for lodging and meals for that location.

8.2.2 Expense of reproductions including reproductions of record drawings, postage and handling of Drawings, Specifications, and other documents including the preparation and distribution of all necessary bidding correspondence and documents, receipt of bid proposals, and construction contract preparation. Reproductions made for the Professional's own use or review shall not be included.

8.2.3 Expense of renderings, models, mock-ups requested by the Owner, and/or discs for electronic format submissions of record drawings.

8.2.4 Expenses of specialized consultants identified as optional additional services in Article 3 of this Agreement.

8.2.5 Reimbursable expenses for individual travel, meals, and lodging expenses are limited to individuals under the direct employ of the Professional or their approved consultants.

8.3 Cost for Consultants (consultants not included in the Basic Services proposal/procured after award)

The Professional shall be reimbursed on a multiple of one and one-tenth (1.1) times the amounts billed to the Professional for such services.

ARTICLE 9: COMPENSATION AND PAYMENT

9.1 Compensation and Payment

9.1.1 The Owner agrees to pay the Professional as compensation for those Basic Services described in Article 1, Article 2, and any other agreed upon services described in Article 3: (Insert information in appropriate option below.)

(Option #1) ___% of the authorized and approved Construction Cost as defined in Article 6.

(Option #2) an amount not to exceed _____ Dollars (\$_____) for the Professional's Personnel Expense as defined in Paragraph 8.1 and cost for Consultants.

(Option #3) a fixed sum of _____ Dollars (\$_____).

9.1.2 Payment for Basic Services will be made monthly by the Owner in proportion to the service actually performed, but not to exceed the following percentages at the completion of each Phase.

Schematic Phase	15%
Design Development Phase	20%
Construction Document Phase	35%
Bidding Phase	5%
Construction Phase/Close-Out	25%

The close-out portion of the project refers to the development of the punch list and required follow-up, the submission of the as-built documents and other close-out document requirements, ongoing commissioning support, ongoing support of design-related project issues, and the performance of the (1) year bond inspection and punch-list development.

9.1.3 Reimbursable Expenses

The Owner agrees to pay the Professional as compensation for the Professional's Reimbursable Expenses, as defined in Paragraph 8.2, an amount not to exceed _____ Dollars (\$_____).

9.1.4 The fixed limitation on the cost of construction as defined by this Agreement shall be _____ Dollars (\$_____).

9.2 Optional Additional Services Compensation

If approved, the Owner agrees to compensate the Professional for Optional Additional Services beyond Basic Services, as defined in Article 3 in accordance with the rates defined in Exhibit B and as approved by the Owner.

9.3 Payment Procedures

9.3.1 Payments are due and payable forty-five (45) days from the date that the Professional's invoice is approved by the Owner.

9.3.2 Submission of the Professional's invoice for final payment and reimbursement shall further constitute the Professional's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project will be paid in full.

9.3.3 Documentation accurately reflecting the time expended by the Professional and its personnel and records of Reimbursable Expenses shall be maintained by the Professional and shall be available to the Owner for review and copying upon request.

9.4 Owner's Right to Withhold Payment

In the event that the Owner becomes credibly informed that any representation of the Professional provided pursuant to Articles 8 or 9 is wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

ARTICLE 10: INSURANCE

10.1 Professional Liability Insurance

The Professional shall secure and maintain, at its sole cost and expense, Professional Liability Insurance to protect against loss resulting from design errors and omissions, failure to coordinate the Construction Documents of the Project, and failure to execute the construction administration duties for the Project.

10.1.1 Unless otherwise specifically provided in this Agreement, the Professional shall secure and maintain Professional Liability Insurance with limits not less than \$1,000,000, or the total of the Professional's fee, whichever is greater.

10.1.2 The Professional shall secure and maintain Professional Liability Insurance, as required above, up to and including one year after the date of the (1) year guarantee inspection of the contracts under the Project.

10.2 General Liability Insurance

The Professional shall secure and maintain, at its sole cost and expense, adequate General Liability Insurance to protect the Owner and the Owner's respective officers, agents, servants, and employees

against claims arising out of the Professional's services during the design and construction of the Project for damages in law or equity for property damage and bodily injury, including wrongful death. The Owner shall be named as an additional insured in the policy, and the Professional shall submit a Certificate of Insurance to the Owner prior to execution of the Agreement. The limits of coverage shall be not less than \$1,000,000. The Professional is required to secure and maintain General Liability Insurance, up to and including one year after the date of the (1) year guarantee inspection of the contracts under the Project.

10.3 Certificate of Insurance

The Professional shall furnish to the Owner annually, unless otherwise requested, during the active terms of this Agreement, a Certificate from an Insurance Carrier authorized to do business in Pennsylvania indicating: (1) the existence of the insurance required under this Article; (2) the amount of the deductible; and (3) the amount of coverage of such insurance. The Professional shall submit a Certificate of Insurance covering the Professional Liability Insurance requirement up to and including one year after the date of the (1) year guarantee inspection of the contracts under the Project.

10.4 Failure to Comply with Insurance Requirements

During any period in which the Professional is not in compliance with the terms of this Article, no compensation shall be paid by the Owner to the Professional.

ARTICLE 11: TERMINATION, ABANDONMENT, SUSPENSION, REACTIVATION

11.1 Termination by Owner

The Owner shall have the right at any time, for any reason, to terminate this Agreement upon not less than seven (7) calendar days' written notice to the Professional. The Professional shall comply with all reasonable instructions of the Owner then or subsequently given relating to such termination, including but not limited to: instructions concerning delivery of drawings, sketches, and other architectural/engineering data to the Owner; discontinuance of the work on outstanding contracts; and furnishing to the Owner information concerning all action to be taken respecting outstanding agreements with consultants, contracts, awards, orders, or other matters.

Copies of Construction Documents and any other materials in existence as of the date of termination will be furnished to the Owner as requested.

11.2 Compensation in the Event of Termination

In the event of termination, the Professional shall be compensated for its services to the termination date based upon services performed on any Phase to the termination date in accordance with the Compensation and Payment schedule contained herein at Article 9.1.2.

Such compensation shall be the Professional's sole and exclusive remedy for termination.

11.3 Suspension of Work

The Owner may, at any time, direct the Professional to suspend all work on the Project, or on any part thereof, pending receipt of further notice from the Owner. In all such cases the Owner and the Professional shall agree upon an appropriate phasing-out of the work in such a manner that the work may be resumed with a minimum of added cost to the Owner, but in no event shall the work be continued beyond the completion of the Phase in which it then is. The Professional shall be compensated as if the Agreement had been terminated at the completion of the agreed Phase. If work is suspended during the Construction Phase, compensation shall be paid for all Professional services provided to the date of suspension, but no additional compensation shall be paid during the period of suspension.

11.4 Reactivation Compensation

When a Project has been suspended or terminated for a longer time than six (6) months and is subsequently reactivated using the same Professional, the Owner and the Professional shall agree, prior to the beginning of the reactivation work, upon a lump sum, or other basis, of reimbursement to the Professional for its extra start-up costs occasioned as a result of the work having been suspended or terminated.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 Dispute Resolution / Applicable Law

After Final Completion of the Project, any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which the parties shall be unable to resolve within sixty (60) days of the time when the issue is first raised with the other party, shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy, in writing, describing in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the parties shall mutually select a Pennsylvania-based mediator, and such representatives shall schedule a date for mediation, not to exceed one (1) day in length, and less where applicable. The mediation session shall take place on the University Park Campus of The Pennsylvania State University, or upon the campus where the Work was performed, at the option of the Owner. The parties shall enter into good faith mediation and shall share the costs equally.

If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in the Court of Common Pleas of Centre County, Pennsylvania, jurisdiction to which the parties to this Agreement hereby irrevocably consent and submit.

Notwithstanding the foregoing, nothing in this clause shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

In all respects, this Agreement shall be interpreted and construed in accordance with the internal laws (and not the law of conflicts) of the Commonwealth of Pennsylvania.

12.2 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties hereto.

12.3 Assignment

Neither the Owner nor the Professional shall assign, sublet, or in any manner transfer any right, duty, or obligation under this Agreement without prior written consent of the other party.

12.4 Extent of Agreement

This Agreement, including any and all schedules, proposals and/or terms and conditions attached hereto, represent the entire and integrated agreement between the Owner and the 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 the Owner and the Professional. In the event of a conflict between the provisions of this Agreement and those of any other document, including any that are attached hereto, the provisions of this Agreement shall prevail.

12.5 Third Party

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 the Professional.

12.6 Hazardous Material

Unless otherwise provided in this Agreement, the Professional and its consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic material.

If the Professional encounters or suspects hazardous or toxic material, the Professional shall advise the Owner immediately.

12.7 Promotional Material

The Professional shall not issue or disclose to third parties any information relating to the Project without prior consent of the Owner, except to the extent necessary to coordinate the Work with the Owner's agent, Contractors, Subcontractors, etc. The Professional may, with written consent of the Owner, include design representation of the Project, including interior and exterior photographs, among the Professional's promotional and professional materials.

12.8 Terms/General Conditions

Terms contained in this Agreement and which are not defined herein shall have the same meaning as those in the Owner's Form of Agreement between Owner and Contractor and the Owner's General Conditions of the Contract for Construction, current as of the date of this Agreement.

12.9 Background Check Policy

The Professional confirms that all employees (including the employees of any subconsultants/subcontractors) assigned to this project, and who conducted their work on Penn State premises, have had background checks that meet or exceed the University's standards for the type of work being performed. All background checks should be in accordance with the background check process for third-party employees outlined in Penn State Policy HR99 Background Check Process (<http://guru.psu.edu/policies/OHR/hr99.html>).

12.10 Amendments

If any amendment to this Agreement includes additional Design Services, such additional Design Services shall be in accordance with The Pennsylvania State University Design and Construction Standards that are current as of the date of execution of the Amendment, unless otherwise agreed to by the Owner in writing. The Pennsylvania State University Design and Construction Standards can be found within the Office of Physical Plant web page (www.opp.psu.edu).

ARTICLE 13: SCHEDULE OF EXHIBITS

The attached Exhibits are part of this agreement:

Exhibit A: Professional's proposal dated _____ (Professional's proposal, or some portion thereof, is attached hereto for the sole purpose of describing the scope of work that is to be completed pursuant to this Agreement. The parties agree that any additional terms or conditions that may appear within the attached proposal, or portion thereof, shall not bind the parties, shall not become a part of this Agreement, and shall not be incorporated within this Agreement).

Exhibit B: Professional's Billable Hourly Rates.

Exhibit C: The Pennsylvania State University Design and Construction Standards listing (screen print from the Office of Physical Plant web page).

(OPTIONAL) Exhibit D: Project Schedule (including design submission dates)

This Agreement entered into as of the day and year written above.

THE PENNSYLVANIA STATE UNIVERSITY
OWNER

Title

ATTEST, Secretary

Date

(PROFESSIONAL COMPANY NAME)
PROFESSIONAL

Signature

ATTEST, Secretary

Name: _____
(print name of person signing above)

Title: _____
(print title of person signing above)

Federal ID Number: _____

Attachments

SAMPLE