



Item: SP: A-2

## STRATEGIC PLANNING COMMITTEE

Wednesday, February 25, 2009

**SUBJECT: FACILITIES USE AGREEMENT WITH MAX PLANCK FLORIDA CORPORATION**

---

### PROPOSED COMMITTEE ACTION

Recommend approval by the Board of Trustees of a facilities use agreement with Max Planck Florida Corporation ("MPFC").

### BACKGROUND INFORMATION

On July 30, 2008, the Board of Trustees approved a Cooperative Agreement between the University and MPFC. The Cooperative Agreement (i) established a research and academic affiliation between the University and MPFC in the areas of biomedical sciences and related fields; (ii) established the framework for the negotiation of a short-term facilities use agreement for the T-2 building and for a portion of the T-1 building, both located on the MacArthur (Jupiter) Campus and currently occupied on a temporary basis by The Scripps Research Institute ("Scripps"); and (iii) established the framework for the negotiation of a long-term ground sublease for the construction of a permanent 100,000 gross square foot facility for MPFC on six (6) acres of property at the MacArthur Campus, which facility shall include 10,000 gross square feet to be jointly used by FAU and MPFC in support of the anticipated collaborative research and educational efforts.

The Administration has now completed negotiations with MPFC on the short-term facilities use agreement. The proposed facilities use agreement provides for MPFC occupancy of 100% of the T-2 building and approximately 20% (inclusive of common areas and the vivarium) of the T-1 building. MPFC shall be responsible for all utilities, services, and costs attributable to MPFC's use and occupancy of the temporary facilities. If MPFC's permanent facilities are not ready for occupancy at the conclusion of 36 months after the Effective Date of the facilities use agreement, MPFC shall also pay the University \$16/sq foot for its continued occupancy of the temporary facilities for up to an additional 18 months.

The Administration is nearing conclusion of negotiations with MPFC, Palm Beach County, and the Florida Division of State Lands on the ground sublease for MPFC's proposed permanent facilities. Once a final draft is preliminarily agreed upon, the ground sublease shall be brought before this Board for final review and approval.

#### **IMPLEMENTATION PLAN/DATE**

The facilities use agreement shall become effective upon approval by this Board and approval by the board of MPFC. MPFC may begin to occupy the temporary facilities upon Scripps' departure and relocation to their permanent facilities, which is scheduled to occur later this spring.

#### **FISCAL IMPLICATIONS**

MPFC shall be responsible for all utilities, services, and costs attributable to MPFC's use and occupancy of the temporary facilities.

---

Supporting Documentation: Proposed facilities use agreement

Presented by:

Elizabeth F. Rubin, Assoc General Counsel

Phone: 561-297-3007

**JUPITER CAMPUS  
SUBLEASE AND USE AGREEMENT  
BETWEEN FLORIDA ATLANTIC UNIVERSITY AND MAX PLANCK  
FLORIDA CORPORATION**

As of the \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the “**Effective Date**”), the Florida Atlantic University Board of Trustees (“**FAU**”) and Max Planck Florida Corporation, a Florida not-for-profit corporation (“**MPFC**”, which together with FAU, are referred to singularly as a “**Party**” and collectively as the “**Parties**”), enter into the following Sublease and Use Agreement (“**Agreement**”):

Factual Background:

WHEREAS, the legislature of the State of Florida (the “**State**”) has determined that attracting, retaining and providing favorable conditions for the growth of certain high-impact facilities, including research and development facilities, provides widespread economic benefits to the citizens of the State through the increased tax base provided by the high-impact facility and its related sector businesses, through an enhanced entrepreneurial climate in the State and the resulting business and employment opportunities, and through the stimulation and enhancement of the State’s universities and community colleges;

WHEREAS, MPFC is a Florida not-for-profit corporation established by the Max Planck Society for the Advancement of Science, an independent, not-for-profit German research organization, that primarily promotes and supports cutting-edge basic research at its own internationally recognized institutes and that, through the establishment of MPFC in Florida, seeks to promote and support cutting-edge research in the sciences independently as well as in cooperation with Florida and US-based universities and research institutes and expedite drug discovery through state-of-the art technologies;

WHEREAS, pursuant to certain agreements with the State and Palm Beach County, MPFC has agreed to establish and operate a biomedical research institute in the State of Florida as the “Max Planck Florida Institute” (the “**Institute**”) and intends to locate the Institute at FAU’s John D. MacArthur Campus (the “**Campus**”) in Jupiter, Florida subject to a ground sublease that is being negotiated between FAU and MPFC, Palm Beach County and the State’s Division of State Lands (the “**Ground Sublease**”). The Campus is situated on land owned by the State and leased to FAU pursuant to the Master Lease (defined below). Under the Ground Sublease, MPFC will develop and construct its “**Permanent Facilities**,” as that term is defined in the Parties’ Cooperative Agreement dated as of July 30, 2008 (the “**Cooperative Agreement**”);

WHEREAS, FAU has certain buildings on the Campus commonly known as “T1 and T2”, which are currently occupied by The Scripps Research Institute (“**TSRI**”) as its temporary facilities until TSRI’s completion of its permanent facilities on the Campus. The Parties anticipate that TSRI will vacate the Temporary Facilities (defined below) in January-March, 2009.

WHEREAS, the Parties believe the Temporary Facilities are suitable for MPFC to occupy until the completion of its Institute.

WHEREAS, FAU and MPFC desire to identify certain academic, financial and administrative arrangements to accommodate cooperative educational and research related activities with respect to biomedical sciences and related fields, including FAU subleasing the Temporary Facilities to MPFC as set forth below.

NOW, THEREFORE, for valuable consideration, the adequacy of which is hereby recognized and with the intent to be bound, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated by reference and made part of this Agreement.
2. Sublease. FAU agrees to sublease to MPFC rent free (except for payment to FAU for Services as set forth in Section 6 and for rent as set forth in Section 11 and Section 13) approximately 33,170 gross square feet in T2 (consisting of research laboratory and office space) and approximately 5,877 gross square feet in T1 (consisting of the vivarium and robotics facility), all as more particularly described in Exhibit A attached hereto (the “**Temporary Facilities**”). Attached hereto as Exhibit B is a description of the furnishings, fixtures and equipment (“**FFE**”) that appertain to T1 and T2 and unless the context requires otherwise, the FFE will be deemed part of the Temporary Facilities. MPFC shall have the right to access and non-exclusive use of: (i) the common areas on the first floor of T1 (as described on Exhibit A) (ii) such portions of the Campus that FAU has designated from time to time for use and enjoyment in common with those persons lawfully on the Campus and (iii) the right to use up to 100 parking spaces in the parking lots just south of the Temporary Facilities (collectively, the “**Common Facilities**”). MPFC’s use of the Common Facilities shall be subject to FAU’s rules and regulations, including those pertaining to the purchase and display of parking permits, and compliance with the terms of this Agreement and all legal requirements.
3. Term; Delivery of Possession. The term (the “**Term**”) of the sublease shall commence upon FAU’s delivery of possession of the Temporary Facilities to MPFC in the condition required by this Section, which shall occur on the later of (a) May 1, 2009, or (b) 30 days after TSRI has vacated and surrendered possession of all of the Temporary Facilities to FAU in accordance with the terms of the Temporary Facilities Agreement by and between FAU and TSRI dated as of March 23, 2004, as amended. Subject to extension as set forth in Section 11, the Term shall expire upon the earlier of (w) the end of the 30<sup>th</sup> full calendar month after the Ground Sublease commencement date (as the term “**Commencement Date**” is defined in the Ground Sublease); (x) within 60 days after MPFC opens for business from the Permanent Facilities; (y) within 180 days after termination of the Ground Sublease; or (z) 48 months after the Effective Date (the “**Expiration Date**”). If TSRI surrenders possession of the Temporary Facilities in phases, MPFC may, but shall not be obligated to, accept possession of less than all of the Temporary Facilities, which shall not relieve FAU of its obligation to deliver possession of the remainder of the Temporary Facilities as required

pursuant to this Section. FAU shall deliver possession of the Temporary Facilities in a broom clean condition and in working order, free from the claims of any person other than FAU, and in compliance with all applicable laws.

4. MPFC Furnished Supplies. Unless otherwise agreed to in writing or included within Services (defined in Section 6), and formally executed by the Parties as an amendment to this Agreement, MPFC shall be responsible for the acquisition and delivery of all loose, non-fixed, unattached moveable equipment, furnishings and consumables, which shall remain the property of MPFC. MPFC shall remain solely responsible for their custody, safety, maintenance, repair and use at all times.

5. Permitted Use; Compliance with Laws, Ordinances and Regulations; Permits and Licenses.

(a) MPFC is allowed to use and occupy the Temporary Facilities for scientific research, training, education, administration and related functions. Any other uses are prohibited and not allowed unless agreed to in writing by the Parties.

(b) For as long as MPFC is occupying the Temporary Facilities, MPFC shall comply with all applicable laws of the United States and the State of Florida, or of any political subdivision or agency of either, the applicable ordinances of Palm Beach County and the Town of Jupiter, and all applicable regulations and policies of FAU set forth on the FAU policies and regulations webpage (<http://www.fau.edu/policiesregulations.php>), as the same may be amended from time to time.

(c) MPFC, at its sole cost and expense, shall be liable and responsible for obtaining, paying for, and maintaining on a current basis (to the extent not already held by FAU and applicable to the Temporary Facilities), and for fully complying with, any and all permits, licenses, and other government authorizations (whether held by MPFC or FAU), as may be required during MPFC's occupancy of the Temporary Facilities by any federal, state, or governmental entity or any judicial body having jurisdiction over FAU or MPFC or their operations or activities, for the activities and operations of MPFC conducted in the Temporary Facilities. FAU shall, where deemed appropriate, give its full cooperation to MPFC as necessary to obtain and/or hasten the obtaining of any required permit or license.

6. FAU Furnished Services. In exchange for MPFC's payment of the Services Fee (as defined in Section 7), FAU shall during the Term furnish (or cause to be furnished) the Temporary Facilities with electricity, water, sanitary sewer, routine janitorial service and other support services (such as chilled water, maintenance, mail/receiving, security, telecommunications switch, EH&S (as defined in Section 9) and high-speed internet access (collectively, "**Services**")) equivalent to the Services provided to similar FAU users. Specific performance metrics for a specific Service may be set forth in a separate written service schedule, signed by the Parties. Where none is set forth, FAU shall use reasonable efforts to provide Services in accordance with its policies, procedures and practices applicable throughout FAU and shall exercise the same care and

skill as it exercises in performing similar services for itself. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. Such cooperation shall include exchanging information, performing true-ups and adjustments, and obtaining all third party consents or approvals necessary to permit the provision and receipt of the Services. Nothing in this Agreement will be construed to preclude MPFC from independently developing, acquiring or obtaining, at its sole cost, services which may provide the same or similar functions as the Services provided by FAU, subject to the prior approval of FAU, which shall not be unreasonably withheld.

7. Services Fee. MPFC shall reimburse FAU for FAU's actual, documented non-capital costs and expenses incurred by FAU in connection with furnishing the Services, without markup for profit or overhead; provided, however, that certain Services may contain internal overhead charges on the same basis as such overhead charges are included in charges for the Services as provided to internal FAU business units (the "**Services Fee**"). The anticipated Services Fee reimbursement formulas are more specifically set forth on Exhibit C. If such Services are not separately metered and are furnished to MPFC and to others, the Parties agree that the Services Fee for such Services shall be equitably apportioned. The Services Fee shall be paid as follows: within 30 days after the end of each calendar month during the term, FAU will submit one invoice to MPFC for all Services provided to MPFC during such calendar month pursuant to this Agreement. The Parties shall mutually agree on the contents and amount of detail included in the invoices. FAU will provide documentation supporting any amounts invoiced pursuant to this Section as MPFC may from time to time reasonably request as well as the formulas used to calculate the allocation of such Services Fees to MPFC. MPFC will pay all amounts due for Services pursuant to this Agreement within 30 days after receipt of each such invoice; in no event shall timely payment of an invoice constitute a waiver of MPFC's rights to obtain back-up information on such invoices or later contest the amount of the Services Fees based on the back-up information and formulas provided by FAU.

8. Maintenance and Repairs.

(a) During the Term and subject to the terms set forth in this Agreement, MPFC shall, at its sole expense, keep the interior of the Temporary Facilities in safe, clean, and sanitary condition, working order and repair. If MPFC fails to so maintain the Temporary Facilities, FAU reserves the right to enter on the Temporary Facilities upon 30 days prior written notice (except in the case of an emergency) and perform such maintenance or repair on MPFC's behalf and charge such sums as are necessary to accomplish any needed repairs or maintenance to MPFC.

(b) During the Term and subject to the terms set forth in this Agreement, FAU shall, at its sole expense, keep and maintain the Temporary Facilities and the Common Facilities (excluding, however, (i) any areas any tenant or any other occupant of the Campus is obligated to repair, (ii) the obligations of MPFC set forth in Section 8(a) and (iii) conditions caused by misuse or negligence of MPFC) in accordance with FAU standards and policies, subject to appropriate funding, and in compliance with

applicable laws, provided FAU has actual knowledge of the necessity for such repair. MPFC agrees to promptly notify FAU of any matters requiring maintenance or repair which come to MPFC's attention in accordance with FAU's policies and procedures. In the event that FAU is unwilling or unable to repair the Temporary Facilities after written notice by MPFC, and FAU and MPFC agree that repairs are reasonably necessary either to prevent substantial damage to MPFC's operations or to protect the health, safety and welfare of MPFC personnel, MPFC may undertake to perform such repairs and to recoup such costs from FAU as provided in Section 8(c).

(c) In the event MPFC undertakes repairs under Section 8(b), it shall provide to FAU copies of all paid invoices for the costs of such repairs. FAU shall have the option of either (i) reimbursing MPFC for such out-of-pocket costs within 90 days of receipt of such invoices, or (ii) notify MPFC in writing that it shall grant a credit to MPFC against any Service Fees or other amounts payable in the future by MPFC to FAU under this or any other Agreement between FAU and MPFC until MPFC has recouped the cost of such repairs.

9. EH&S. FAU's Department of Environmental Health and Safety (EH&S) is responsible for providing and ensuring a safe and healthy environment for students, faculty, staff and visitors on the Campus. It is also the primary contact for federal, state, and local regulatory agencies regarding matters of health, safety and environmental issues on FAU campuses. EH&S will coordinate all licenses, certificates and safety issues for MPFC and MPFC may operate under certain EH&S permits and licenses as more specifically set forth on Exhibit C. MPFC shall reimburse FAU for EH&S as set forth in Section 6.

10. Alterations; Signage. MPFC shall not materially alter the Temporary Facilities, except upon receiving FAU's prior written approval, not to be unreasonably withheld. Unless otherwise specified by FAU in writing, alterations permitted pursuant to this Section 10 shall be FAU's property and shall remain in the Temporary Facilities upon expiration. Any equipment and fixtures of whatever nature placed or installed in or upon the Temporary Facilities by MPFC shall remain MPFC's property. MPFC may purchase, install and maintain appropriate exterior signs identifying its use of the Temporary Facilities in accordance with FAU signage standards applied consistently throughout the campus, subject to the prior approval of FAU, which approval shall not be unreasonably withheld.

11. Rent After Anticipated Term. Notwithstanding any provisions to the contrary with respect to the payment of rent for the Temporary Facilities in this or other agreements, if the Permanent Facilities are not completed within 30 months after the Ground Sublease commencement date (as the term "Commencement Date" is defined in the Ground Sublease) (the "**Anticipated Completion Date**"), then the Term of this Agreement shall automatically be extended until the earlier of: (a) 60 days after completion of the Permanent Facilities and its readiness for occupancy; or (b) six (6) months after the Anticipated Completion Date. Commencing as of the earlier of (c) the seventh month after the Anticipated Completion Date or (d) the thirty-seventh month after the Effective Date, in addition to the Services Fee as provided in Section 6, MPFC

shall pay to FAU rent at the rate of \$16.00 per square foot of Temporary Facilities per year in equal monthly installments (“**Monthly Rent**”) beginning on the first day of the seventh month after the Anticipated Completion Date or the fortieth month after the Effective Date, as applicable. Upon payment of Monthly Rent, the Term of this Agreement shall automatically be extended until the earlier of: (e) 60 days after completion of the Permanent Facilities and its readiness for occupancy; or (f) 18 months after the first payment of Monthly Rent is due. If portions of the Permanent Facilities are completed before the entire Permanent Facilities are completed, MPFC may, but shall not be obligated to, move portions of its operations to the Permanent Facilities without waiving its rights under this Agreement to continue to occupy the Temporary Facilities for the periods contemplated by this Agreement. To the extent MPFC vacates portions of the Temporary Facilities for which it has been paying Monthly Rent, Monthly Rent will be reduced pro rata.

12. Vivarium. The vivarium located within the Temporary Facilities shall be under the exclusive custody and control of MPFC. MPFC agrees to make its vivarium and scientific equipment accessible for use by properly trained and authorized FAU personnel, as designated in writing by FAU, on terms reasonably acceptable to MPFC in connection with the anticipated joint cooperative efforts foreseen in Article II of the Cooperative Agreement. Nothing herein shall prevent MPFC from agreeing to additional uses of the vivarium by FAU beyond those uses foreseen in the Cooperative Agreement. To the extent permitted by Florida law, FAU shall indemnify and hold harmless MPFC from and against any and all loss or claim arising out of any such use by FAU personnel.

13. Surrender. Upon the expiration of the Term, MPFC will peaceably surrender possession of the Temporary Facilities and the FFE to FAU in substantially the same condition as received, permitted alterations, normal wear and tear, casualty, condemnation and acts of FAU excepted. MPFC will remove all of its equipment, fixtures and signage upon expiration of the Term and will repair any damage to the Temporary Facilities caused by such removal.

14. Holdover. Notwithstanding any provisions to the contrary with respect to the payment of rent for the Temporary Facilities in this or other agreements, in the event that MPFC has not vacated the Temporary Facilities by the Expiration Date, FAU may terminate this Agreement by 90 days’ advance written notice to MPFC and if MPFC does not then vacate the Temporary Facilities within the 90 day period, FAU may take legal action to recover exclusive possession of the Temporary Facilities and, until MPFC vacates the Temporary Facilities, MPFC shall pay FAU twice the actual fair market rental value of the Temporary Facilities as leased premises. MPFC acknowledges that time is of the essence for FAU to assume possession of the Temporary Facilities.

15. Master Lease. MPFC is aware of the terms and conditions of Trustee’s Lease No. 4189 between the Board of Trustees of the Internal Improvement Fund of the State of Florida, as landlord, and FAU, as tenant, as amended from time to time (the “**Master Lease**”). MPFC agrees that it will not act in any manner inconsistent with its rights or contrary to its obligations under this Agreement that would cause FAU to be in breach of any of the provisions of the Master Lease.



16. Quiet Enjoyment. Upon MPFC's observance and performance of all the terms and conditions of this Agreement, MPFC shall have the exclusive right to peaceably and quietly use and enjoy the Temporary Facilities without hindrance or interruption by FAU.

17. Personal Injury and Property Damage. To the extent permitted under Florida law and without waiving Section 768.28, Florida Statutes, each Party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that Party and its own officers, employees, students, and other agents. MPFC hereby covenants and agrees to (i) investigate, at its own expense, and (ii) to indemnify, protect, defend, save and hold harmless FAU and the State of Florida from all claims, actions, lawsuits and demands of any kind or nature arising out of this Agreement, which are due to any act or omission of MPFC or its agents, employees, contractors, invitees, or licensees (collectively, the "MPFC Parties"); provided, however, that MPFC shall not indemnify FAU or the State of Florida for any hazardous substances or environmental condition that existed at, on or under the Temporary Facilities on or prior to the possession of the Temporary Facilities by MPFC; provided further, that MPFC's obligation to indemnify the FAU and the State of Florida for hazardous substances or other environmental conditions at, on or under the Temporary Facilities shall be expressly limited to claims arising out of (a) any releases or discharges of hazardous substances on, under or from the Temporary Facilities, or any portion thereof, which are caused or contributed to by the MPFC Parties, (b) any activity in connection with the handling, treatment, removal, storage, decontamination, cleanup or disposal of hazardous substances by the MPFC Parties, or (c) the lack of compliance with or violation of any environmental laws, as now in effect or hereinafter amended, by the MPFC Parties. Without limiting the generality of the foregoing, the covenants and indemnities of MPFC set forth in this paragraph shall survive the expiration or earlier termination of this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR ANY OF THE TRANSITION SERVICES PROVIDED HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE FIRST PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME.

18. Insurance. During the period that MPFC occupies any portion of the Temporary Facilities, MPFC shall procure and maintain the following insurance coverages, at its sole cost and expense (or shall self-insure where permitted): (a) worker's compensation in accordance with statutory limits; and (b) commercial general liability, which names FAU as an additional insured, for bodily injury and property damage, with limits of not less than \$1,000,000 each claim and \$2,000,000 per occurrence. Each policy shall endeavor to provide that FAU shall receive at least forty-five days written notice prior to any cancellation, lapse or expiration of any such policy. MPFC shall

provide evidence of such insurance coverages prior to any possession by MPFC of the Temporary Facilities.

19. Public Access. The Parties recognize the right of public access to public records. Therefore, unless otherwise exempt (e.g., pursuant to Section 288.075, Florida Statutes), the Parties agree that the public shall be allowed access to public records in accordance with the provisions of Chapter 119, Florida Statutes and all applicable exemptions thereto.

20. Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. MPFC hereby acknowledges that under Florida law, FAU is entitled to the benefits of sovereign immunity, including immunities from taxation, and FAU is subject to the requirements of Florida's public records laws, Chapter 119, Florida Statutes, together with all applicable exemptions. If either party is required to obtain any permit, license or authorization from any governmental authority as a prerequisite to perform its obligations, the cost shall be borne by the party required to obtain such permit, license or authorization.

(b) Each of the Parties irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement may be brought in any of the courts of the State of Florida located in Palm Beach County, Florida having subject matter jurisdiction and, by execution and delivery of this Agreement and such other documents executed in connection herewith, each Party (i) accepts the non-exclusive jurisdiction of the aforesaid courts, (ii) irrevocably agrees to be bound by any final judgment (after any all appeals) of any such court with respect to such documents, (iii) irrevocably waives to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such documents brought in any such court, and further irrevocably waives to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum, (iv) agrees that service of process in any such action may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Party at the address set forth in accordance with this Section, or at such other address of which the other Party has been notified, (v) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or limit the right to bring suit, action or proceeding in any other jurisdiction and (vi) agrees that no interest shall accrue on any amounts due pursuant to this Agreement. Prior to commencement of any litigation, the Parties will attempt to resolve any differences between them by conciliation and negotiation at the operational level. In the event such efforts fail to resolve the dispute within 15 days, the dispute shall be referred to the senior-most executive level of each party for direct conciliation and negotiation. Failing agreement at the senior-most executive level within five days, the parties will submit the dispute to non-binding mediation before a mediator mutually acceptable to both Parties. If after good faith effort the Parties are unable to resolve their dispute in mediation within 30 days, either Party may commence legal proceedings.

(c) EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

(d) Neither Party may, without the advance written approval of the other Party, assign any right or delegate any duties under this Agreement.

(e) It is understood and agreed that nothing contained in this Agreement is intended, or should be construed, as creating or establishing the relationship of partners between the Parties, or as constituting either as the agent or representative of the other for any purpose in any manner whatsoever. Neither MPFC nor FAU is authorized to bind the other to any contracts or other obligations, nor shall either Party expressly or impliedly represent to any party that MPFC and FAU are partners or that either is the agent or representative of the other for any purpose or in any manner whatsoever. The Parties agree to cooperate with each other to achieve their respective compliance.

(f) The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible. If there is an inconsistency or conflict between the terms of this Agreement and any Exhibit, the terms of this Agreement shall control.

(g) Both Parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not construe against or in favor of either Party based upon which party was responsible for the drafting of the Agreement.

(h) Notices under this Agreement shall be furnished as set forth in the Cooperative Agreement.

(i) This Agreement is effective as of the date the last Party has signed it, as set forth below, who shall insert the date at the top of the first page of this Agreement. This Agreement may be amended only in writing, signed by the Parties.

\* \* \*

THEREFORE, the Parties have executed this Agreement as of the day and year of the last date of signature indicated below.

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

MAX PLANCK FLORIDA  
CORPORATION

\_\_\_\_\_  
Frank T. Brogan, President

\_\_\_\_\_  
Dr. Peter Gruss, Sole Trustee

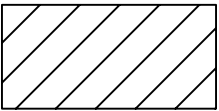
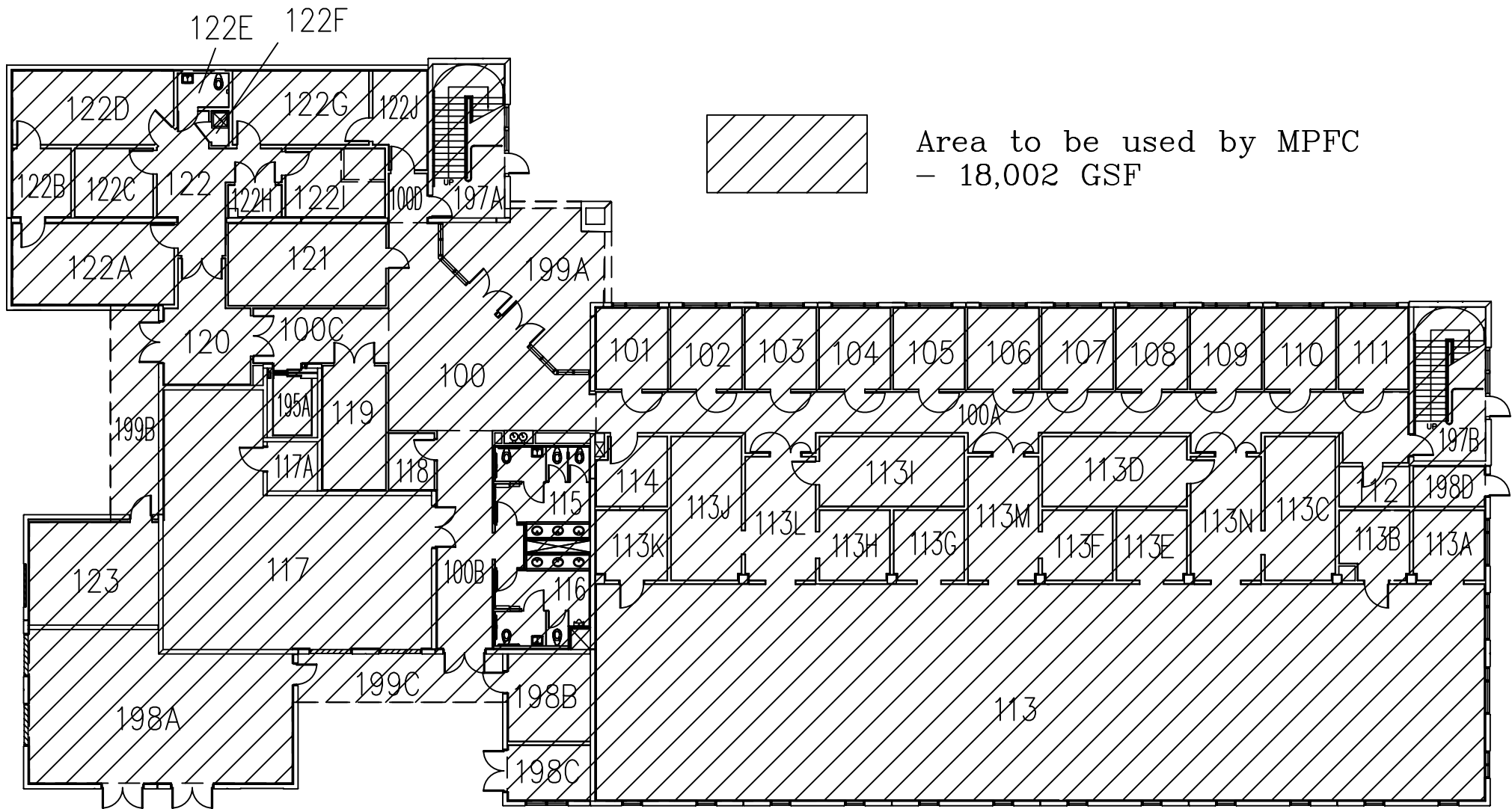
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

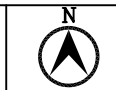
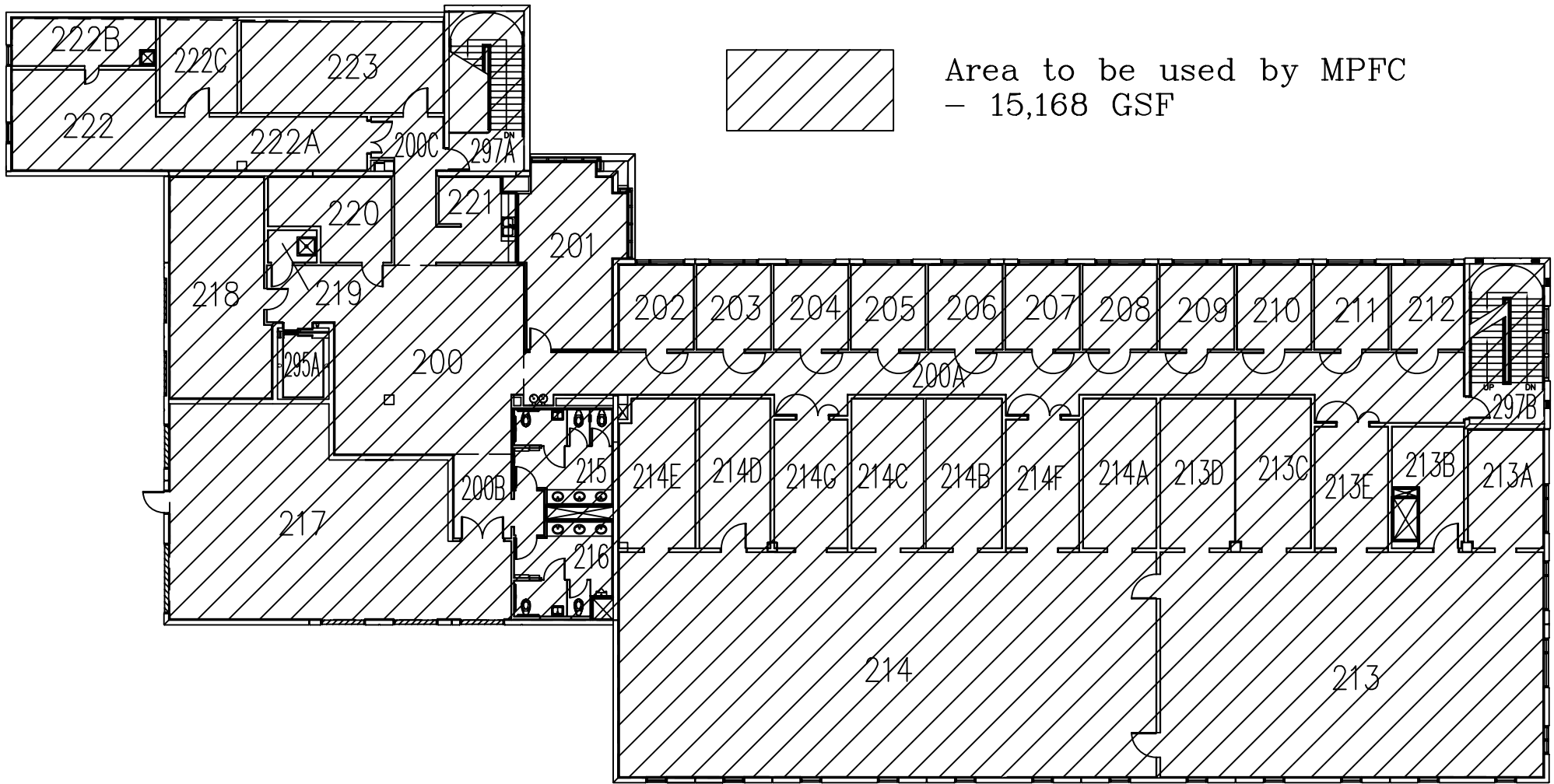
Floor Plan of Temporary Facilities

[attach]



Area to be used by MPFC  
 - 18,002 GSF







Area to be used by MPFC - 5,877 GSF

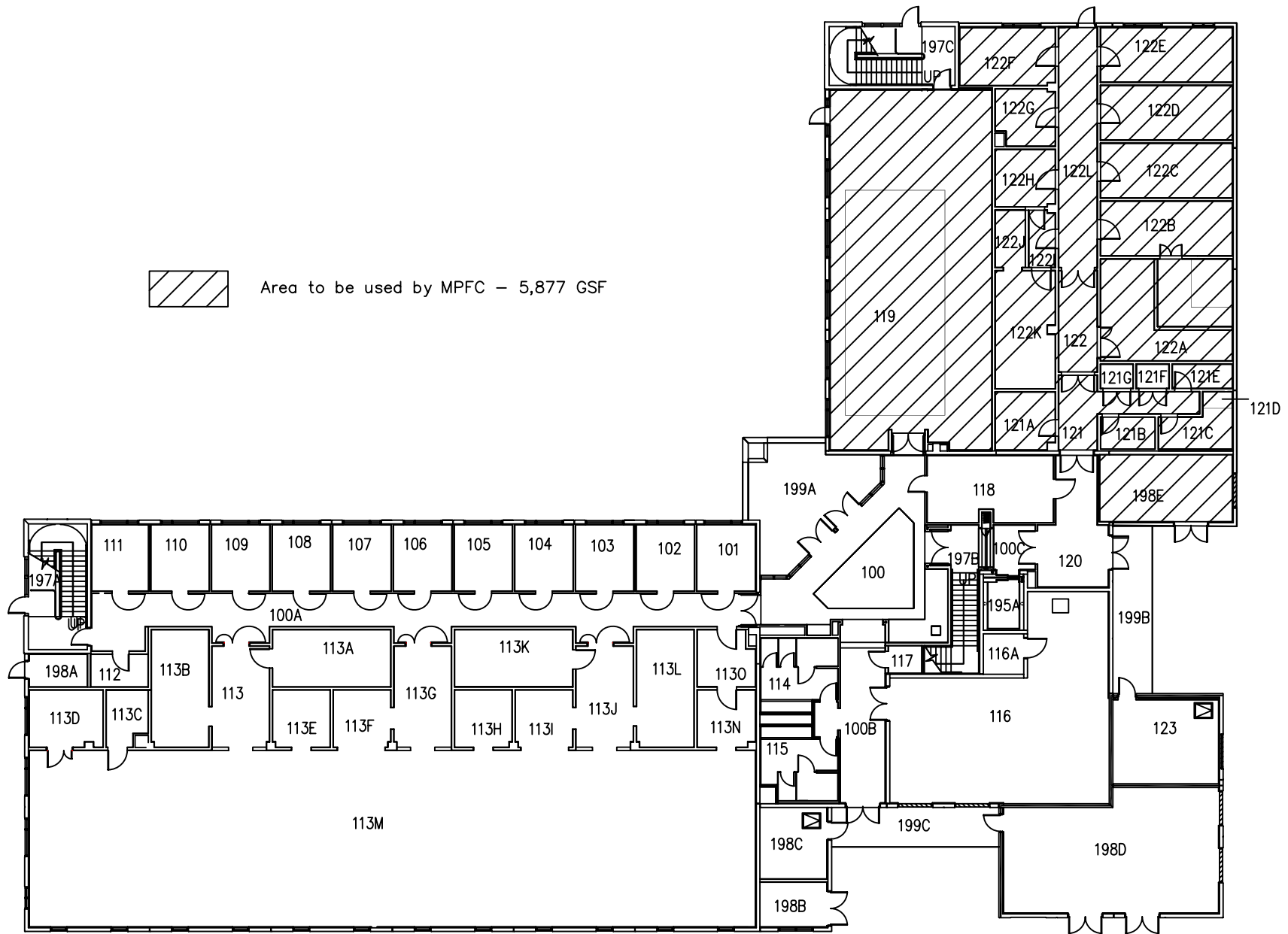




Exhibit B

FAU's Furnishings, Fixtures and Equipment

[attach]

## T-2 Equipment List

Room #	Room Name	Equipment Description
100	Lobby	3 hanging pendant light fixtures
101-112	Offices	Telephone /data cables, window blinds
113	Laboratory	Adjustable wall mounted shelving, soap/ paper towel dispensers, adjustable shelving units @ casework, window blinds
113A	Chem. Prep	Adjustable wall mounted shelving, soap/ paper towel dispensers, 1 fume hood
113B	RIH Room	Adjustable wall mounted shelving, soap/ paper towel dispensers, fume hood
113C	Equipment	Adjustable wall mounted shelving, snorkel
113D	Tissue Culture	Adjustable wall mounted shelving, soap/ paper towel dispensers
113E	Chem. Prep	Adjustable wall mounted shelving, 1 fume hood
113F	4 Degree Cold	Walk in freezer and stainless steel racks
113G	Chem. Prep	Adjustable wall mounted shelving, soap/ paper towel dispensers, 1 fume hood
113H	4 Degree Cold	Walk in freezer and stainless steel racks
113I	Tissue Culture	Adjustable wall mounted shelving, snorkel
113J	Equipment	Adjustable wall mounted shelving, snorkel
113K	Equipment	Adjustable wall mounted shelving, snorkel
113L	Entry	Icemaker, storage cabinets, 4 degree cold room panel
113M	Entry	Storage cabinets, 4 degree cold room panel
113N	Entry	Storage cabinets
115	Restroom	2 soap & paper towel dispensers
116	Restroom	2 soap & paper towel dispensers
120	Receiving	Vinyl curtain
122	Hallway	Card access
122A	Holding	3 snorkels
122B	Proc.	Wall mounted cabinet, soap/ paper towel dispenser 1 snorkel
122C	Proc.	Wall mounted cabinet, soap/ paper towel dispenser 1 snorkel
122D	Holding	3 snorkels
122E	Restroom	Soap/ paper towel dispenser
122F	Janitor	Wall mounted shelf/ rack
122G	Holding	3 snorkels
122I	Cage Wash	Cage washer, autoclave, Edstrom water system
122J	Proc.	Soap/ paper towel dispenser, 1 snorkel
123	Bio waste	Card access, storage cabinets

Room #	Room Name	Equipment Description
198C	IT	10 Gig transceiver, 10/100/1000 48 port rj45 Ethernet mod, 6 port Gig mod for/ 4xxx Sup 11, Catalyst 2950G, 10/100/1000 48 port rj45 ethernet mod, 10/100/1000 48 port rj45 ethernet mod, 10 Gig transceiver, Catalyst 3550-48-SMI, 10/100/1000 48 port rj45 ethernet mod.
199A	Entry	Card access
200	Lobby	Hanging pendant light fixture
201	Conference	Tel/ data cables, window blinds, projector
202-212	Office	Tel/ data cables, window blinds
213	Laboratory	Adjustable wall mounted shelving, soap/ paper towel dispensers, adjustable shelving units @ casework, window blinds, 12 fume hoods
213A	Lab	Adjustable wall shelving, 1 fume hood
213 B	Tissue Culture	Adjustable wall mounted shelving, soap/ paper towel dispensers
213C	Equipment	Adjustable wall mounted shelving, 1 snorkel, 1 fume hood
213D	Equipment	Adjustable wall mounted shelving, 1 snorkel
213E	Entry	Storage cabinetry
214	Laboratory	Adjustable wall mounted shelving, soap/ paper towel dispensers, adjustable shelving units @ casework, window blinds, 12 fume hoods
214A	Equipment	Adjustable wall mounted shelving, 1 snorkel
214B	Equipment	Adjustable wall mounted shelving, 1 snorkel
214C	Equipment	Adjustable wall mounted shelving, 1 snorkel
214E	Equipment	Adjustable wall mounted shelving, 1 snorkel, 1 fume hood
214F	Entry	Storage cabinetry
214G	Entry	Storage cabinetry
215	Restroom	2 soap & paper towel dispensers
216	Restroom	2 soap & paper towel dispensers
222	Glasswash	2 autoclaves, 1 dishwasher
222A	Entry	Storage cabinetry
222C	Chem Storage	Flammable liquid storage cabinets
223	Shared Equip.	Autoclave

## T-1 Equipment List

Room #	Room Name	Equipment Description
121B	Toilet	Soap/ paper towel dispenser
121C	Gowning	Lockers
122A	Cage Wash	Cage washer, sterilizer
122B	Holding	Wall mounted cabinetry, 3 snorkels
122C	Holding	Wall mounted cabinetry, 3 snorkels
122D	Holding	Wall mounted cabinetry, 3 snorkels
122E	Holding	Wall mounted cabinetry, 3 snorkels
122F	Procedure	Wall mounted cabinetry, 1 snorkel
122G	Procedure	Wall mounted cabinetry, 1 snorkel
122H	Quarantine	2 snorkels
122J	Ante Rm.	Sterilizer
122K	BSL-3	3 snorkels
199C	Service Entry	Card reader

## Exhibit C

(4 Parts)

### Parking Permits

All Max Planck staff members and contract personnel will be required to purchase a parking permit for his or her personal/company vehicle. Parking permits must be purchased at the Cashier's Office located in the Student Resources Building (SR Building), First Floor, Room SR125. Parking Permits are available as "hang-tags" that must be properly displayed below the rear view mirror located on the front windshield of the vehicle. Vehicles parked in designated areas of the Jupiter Campus that do not have a parking permit will be issued a Parking Citation from the Campus Police, at a cost of \$25 per citation.

The cost of the Annual Parking Permit is \$126 and is valid for the period August 1 of the current year to August 15 of the following year. In the event an employee purchases a parking permit during the month of December, a reduced fee of \$63 will be charged and the permit will be valid until August 15 of the following year. A replacement fee of \$15 will be charged for a lost or stolen parking permit. The sharing of parking permits is strictly prohibited and is subject to a penalty fee of \$200. A monthly parking permit is also available for purchase for \$15/month.

Patrons and guests visiting the Max Planck temporary facility must park in the designated Visitor Parking areas located at the east and south parking lots. Patrons and guests that park in the Visitor Parking areas must pay for parking at a rate of 25 cents per 15 minutes, or a maximum of \$8 per day. Self-Service Parking Kiosks accept coin, currency and credit cards as form of payment. Guest Pass codes, that will allow Max Planck to pay for their visitors' parking, may be obtained from the Director of Campus Operations. A flat rate of \$2 will be charged for each code usage.

Max Planck employees and contract personnel must adhere to standard traffic laws while driving on campus and observe the 10 mile-an-hour posted speed limit.

The parking permit rates set forth above are subject to annual adjustment by FAU. Additional information is available at <http://www.fau.edu/parking/>.

\* \* \*

\* \* \*

## IRM Equipment/Service - Audiovisual, Room Rental & Technician Rates -

**Schedule A:** Applies to any FAU department, unit, and student government association for the purpose of for-credit instruction.

**Schedule B:** Applies to any not for-credit instructional event put together by any FAU department, unit, student government association, direct support organizations, registered organizations, auxiliary departments and units.

**Schedule C:** Applies to any non-FAU groups that are tax-exempt/non-for-profit organizations.

**Schedule D:** Applies to any non-FAU groups that are for-profit organizations.

Equipment/Service	Schedules			
	A	B	C & D	
Television	\$0	\$10	\$20	
VCR	\$0	\$20	\$30	
DVD	\$0	\$25	\$50	
Overhead Projector	\$0	\$10	\$20	
LCD Projector	\$0	\$45	\$90	
Portable Projection Screen	\$0	\$10	\$20	
Laptop or Computer	\$0	\$20	\$40	
Mobile Cart (Computer, LCD Projector, and Cart)	\$0	\$75	\$130	
Boom Box (Radio, CD/DVD Player)	\$0	\$10	\$20	
Document Camera	\$0	\$35	\$50	
Powered Lectern with Microphone	\$0	\$20	\$50	
Wireless Microphone (Hands Free)	\$0	\$25	\$50	
Wireless Microphone (Handheld) with Stand	\$0	\$25	\$50	
Wired Microphone with Stand	\$0	\$10	\$10	
Portable Sound System (Amplifier with Speakers)	\$0	\$50	\$75	
Flipchart with Paper (Stand included)	\$0	\$15	\$25	
Video Conference with Technician	\$0	\$90 *	\$165 ^	
Video Conference Recording	\$0	\$30	\$60	
Video Taping of an Event with Technician	\$0	\$65 **	\$130 ^^	
Video Editing (per hour)	\$0	\$20	\$40	
Technician (per hour)	\$0	\$35	\$50	
Software Installation	\$0	\$100	\$200	
<b>Room Rental (+)</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Computer Lab Rental – Half Day	\$0	\$0	\$200	\$400
Computer Lab Rental – Full Day	\$0	\$0	\$300	\$600
Computer Lab Rental – Week	\$0	\$0	\$1,000	\$2,500

\* \$90 for the first hour, \$65 for any additional hour or fraction.

(+) Room rental includes setup, cleanup, break down and utilities

\*\* \$65 for the first hour, \$35 for any additional hour or fraction.

^ \$165 for the first hour, \$115 for any additional hour or fraction.

^^ \$130 for the first hour, \$70 for any additional hour or fraction.

**Note:** Should a campus vice president wish to have any fee waived, he/she should seek a waiver from the Associate Provost & CIO.

\* \* \*



**EXHIBIT C****Division of Facilities Direct Cost charges****Environmental Health & Safety (EH&S)**

EH&S Services:	
1	EH&S will cover MPFC under the FAU Institutional Review Board, Institutional Biological Safety Committee, and Institutional Animal Care & Use Committee until MPFC is able to form its own committees, provided MPFC agrees to provide a member to each of the committees it uses.
2	EH&S will provide coverage under it's Radiation Safety Committee, until MPFC moves into its permanent facility.
3	EH&S will coordinate Occupational Medicine Services on behalf of MPFC; however, actual costs incurred will be billed in addition to flat fees for all other services.

Charges associated with the above services:			
1	Minimum Monthly charge for up to 5 PI's	\$ 5,310.00	
2	Each additional Principal Investigator/Core Facility per month	\$ 1,062.00	
3	Cost Escalator	3%	Per year
4	Hazardous material disposal cost protection:	Except for waste listed in #5, at EH&S option, any PI/Core Facility with hazardous material disposal costs greater than \$1000.00 in any month may be billed for the actual costs in excess of \$1000.00 for that month.	
5	Mixed Hazardous Chemical & Radioactive Waste:	FAU prohibits generation of this type of waste. If MPFC generates such waste, MPFC shall pay actual incurred costs for disposal of the waste, or take possession of the waste at the time it obtains its own radioactive materials license and opens its permanent facility.	
6	Occupational Medicine Costs:	Actual incurred costs.	
7	Licenses/Permits not provided by FAU	MPFC pays direct to license/permit authority.	

**EXHIBIT C**

**Division of Facilities Direct Cost charges**

**Physical Plant**

Physical Plan Services:					
Currently, custodial and maintenance services on the Jupiter Campus are provided through a cost per square foot contract with BESTS Maintenance. This contract will end after 2010, at which time FAU will award a new contract.					
1	Custodial Services	MPFC to contract directly with BEST or vendor of their choosing for desired level of service in T-2 & portion of T-1 (used exclusively by MPFC)			
2	Building Maintenance:	Unit Price cost per gsf/year	Total GSF (note 1)	Annual Cost	Monthly Fee:
		\$ 2.07	40,462	\$ 83,756.75	\$ 6,979.73
	Cost Escalator	4%	Per current contract - cost escalator to be applied to 2009-10 rates		

**Notes:**

1 Calculation of GSF used by MPFC

Building	NASF	Dedicated GSF for MPFC in T-1	TOTAL GSF	% of GSF
MC17 - T1	24723		42490	
Max Planck Space in T-1	4243	5428		
Prorated amount of GSF for T-1			7292	17%
MC19 - T2 (exclusive use MPFC)	18707		33170	100%
<b>Total Sq. Ft. for MPFC*</b>			<b>40462</b>	<b>53%</b>

2

All routine maintenance and shutdown for service is scheduled during normal business hours, the cost differential for any off hour service that is scheduled to accommodate Max Planck’s needs will be charged to Max Planck.

3 See attached Facilities Maintenance scope of services for MacArhtur Campus Form C of Maintenance Services identifies pricing for out of scope services.

**FACILITIES MAINTENANCE – MACARTHUR CAMPUS**  
**RFP 05T-453**

**SECTION 4**

**SCOPE OF SERVICES**

The Contractor will provide all management, supervision, labor, materials, supplies, and other required items to complete all required Routine Building Maintenance, including Preventative Maintenance and Minor Projects in the facilities of FAU, and the operation of the General Maintenance Stores.

The services are to be provided in the following facilities, including the Campus infrastructure: ***Facilities listing is included as Attachment “A” in Section 6 of the RFP.***

The Contractor will assume responsibility for:

1. Routine Building Maintenance including Preventive Maintenance
2. Minor Projects as required
3. Materials Management

FAU desires to provide the highest quality of service to its customers, at reasonable cost levels. The following response times/service levels apply to both Routine Building Maintenance, including Preventive Maintenance and Minor Projects:

**1. PHYSICAL PLANT WORK PRIORITIES**

- a. **Emergency:** Life, fire, safety, or health issues. Requires immediate response and resolution. (Examples: fire, sparks from electrical equipment, hazardous substance spillage, smell of smoke or gas).
- b. **Urgent:** Urgent work to prevent damage to facilities, waste of utilities, disruption of classes and accessibility features. (Examples: flowing water, blinking lights, no power, broken glass, sewer/drain backups, roof/window leaks, ADA type pushbutton door operators). Requires response within one (1) hours and same day resolution, depending upon individual circumstances.
- c. **Normal:** Routine work needed to support campus needs. (Examples: lights out, interior patch and paint, special event support, replace fallen/damaged ceiling tiles, signage). Requires response within three (3) working days, depending upon individual circumstances.
- d. **Planned:** Work that needs to be done to support campus activity and requires planning and coordination. (Examples: routine facility painting, hanging pictures, assembling bookcases, washing stains from exterior of buildings).

It will be the responsibility of the Contractor to provide weekly backlog reports, summaries and analysis as requested, and participate in scheduling and planning meetings with the FAU Contract Coordinator.

**2. General Building Maintenance & Preventative Maintenance**

Provide the necessary management, supervision, labor, materials, equipment and supplies for all emergency, urgent, normal, planned and preventive maintenance operations and repair for all building structures, surfaces, furnishings, equipment (**excluding** HVAC equipment maintained by the Engineering and Utilities, and program related equipment not part of the building construction).

When any single item of materials cost exceeds \$500.00, FAU shall be responsible for that item, in its entirety. This is exemplified by individual items such as pumps water coolers, etc, (i.e. single large items). If a large number of items or pieces are used on the same job, such as multiple sheets of plywood, or multiple gallons of paint, and the cost of the total materials used on the job is more than \$500.00, the Contractor will pay all costs. The Contract Administrator prior to purchase must approve each such item.

This is exemplified in a window replacement costing \$525.00. In such an instance the University would be liable for the entire \$525. Conversely it would be the contractor's responsibility to bear the cost of a window replacement costing \$490.

In addition, when the labor, material, and equipment costs for maintenance repairs and architectural and structural maintenance and repairs related to the full service subcontracts for fire protection systems, elevators and pool maintenance exceed \$2,000.00, those costs, in their entirety, will be borne by the University as in the above example.

Maintenance Procedures

The basic procedures listed below are to be followed by the Contractor, unless the Contract Administrator grants approval for exceptions. These procedures outline the tasks necessary on a routine basis and also tasks required on an infrequent but recurring basis.

A. Classroom Setups

Two (2) weeks prior to the scheduled start of classes, the Maintenance Department should inspect the necessary buildings, perform preventive maintenance repairs. In general the following activities are standard expectations and recurring in nature:

- a. Touch-up painting.
- b. Test fire alarm system and clean detectors.
- c. Test emergency lighting exit lights.
- d. Provide standby maintenance personnel as required by the Contract Administrator.

B. Roofs

Four (4) times per year, each roof is to be thoroughly inspected, and minor repairs made to the flashing, caulking, and the roof where signs of penetration exist. A written report is to be submitted at the conclusion of each roofing inspection. All tools, labor, equipment and materials to be provided by the Contractor. All roofing work shall comply with the Florida Building Code and FAU Guidelines.

C. General Building Conditions

The Contractor shall conduct a full inspection of all areas included within this contract on a weekly basis for the purpose of proactively locating deficiencies. This inspection will include, but not be limited to ceiling tiles, walls, doors, windows, structures, electrical devices, water fountains, exterior lighting (including timing and controls), interior and exterior painting conditions, interior

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

and exterior caulking, graffiti, restrooms, classrooms, tile, carpeting, and other flooring conditions, electric room cleanliness, emergency lighting and the like. A copy of this report shall be submitted to the Contract Administrator on a weekly basis. All deficiencies identified shall be corrected prior to the next inspection, unless mutually agreed otherwise by the Job Manager and Contract Coordinator. All deficiencies identified that are not within the scope of this contract due to the cost shall be so specified, and the Contractor shall provide the Contract Administrator with an estimate for their repair/correction. Other deficiencies shall be scheduled during scheduled meetings with the Contract Administrator.

In addition to the building structures, systems, devices, and other items described in the Scope of Work, the Contractor will be specifically responsible for providing maintenance on a routine basis for the following items:

- a. Emergency eyewash/shower stations.
  - b. Fire booster pumps.
  - c. Sump pumps
  - d. Fire Hydrants
  - e. Refrigerators/freezers
  - f. Emergency generators
  - g. Battery charging racks
  - h. Ice machines
  - i. Water coolers
  - j. All signage services, including labor, material, and related equipment; includes design, layout, consultation with requester, and the like. All signs, new and replacement, must be in accordance with FAU Guidelines.
  - k. Exit lights
  - l. Emergency lights
  - m. Restroom fixtures and equipment
  - n. Electric hand dryers
  - o. Traffic lights
  - p. Street lights
  - q. Walk-in coolers/freezers
  - r. Non-HVAC air compressors (other than program related)
  - s. Domestic hot water tanks and generators.
- D. Operate and maintain all applicable systems and equipment to maximize efficiency and performance, and to reduce utilities consumption. Operate within Department guidelines regarding the Energy Management Program.
- E. Preventive Maintenance (PM): The PM items minimally include all the equipment listed above in 2.C and additionally referenced in other sections of these specifications. Labor tools, parts and material to be provided by the Contractor should be those required to perform all preventative maintenance tasks. These include, but are not limited to belts, fasteners, lubricants, cleaners, etc. It will be the responsibility of the Contractor to recommend adjustments to the tasks and schedules to optimize performance and life cycle of said equipment. Data entry and scheduling is to be done in MP2 to facilitate the automatic production of PM work orders. FAU reserves the right to change systems, schedules, etc.
- F. Electrical equipment to be maintained will include, but is not limited to, all services within and/or on the building side of the transformer transferring power from the central system to the building system.
- All electric light fixtures to include fluorescent, incandescent, high and/or

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

low pressure sodium, mercury vapor inside the building and street, sidewalk, parking lot and security lighting.

- All individual switches, receptacles and other related devices.
- All wiring, conduit, junction boxes and other related devices.
- Lightning protection equipment.
- Any other electrical equipment and/or devices in support of the facilities and associated surroundings not specifically mentioned above which distribute electrical power throughout the building.
- All standby generators and associated transfer switches.
- All UPS systems that are part of the infrastructure as opposed to individual terminal UPS and HVAC system devices.

FAU Engineering and Utilities Department is responsible for the maintenance and repair of high voltage distribution, switchgear, high voltage transformers and associated equipment. The Utilities Department may call upon the Contractor for support during times of emergency, urgent, and/or planned service. These services will be considered additional work.

- G. Plumbing equipment maintained will include all domestic water related systems within the building, including domestic water services, motor and pump rebuilding services, and related equipment controls. The sewer systems connected to the building will also be serviced as described.

- Mechanical clean out of pipes (i.e., “Roto Rooter”, vacuuming, and hydro cleaning). The Contractor shall locate the blockage using rooters, scopes or other appropriate devices. The actual repair of that blockage will be subject to the boundaries as set forth below.

The Contractor’s responsibility for sewer systems commences on the building side of the manhole. On domestic water (potable and fire systems) the Contractor is responsible from the building side of the water meter (if so equipped), or if there is no meter, from the time the water leaves the closest valve prior to the building.

FAU Engineering and Utilities Department is responsible for the maintenance and repair of all lift stations and Backflow prevention devices.

FAU Engineering and Utilities Department is responsible for the maintenance of all chilled water and HVAC related hot water lines within the building.

- H. Painting: All labor, materials, equipment and tools are to be provided by the Contractor for all as follows:

- Classrooms and Lecture Halls  
On an annual basis, the walls shall be painted below the chair rail level, and to include doors and doorframes as needed
- Restrooms  
Completely painted every five (5) years, and repeated thereafter (This requires that one fifth of the Restrooms are to be painted each year of the base contract and to be repeated thereafter).
- Passageways and corridors  
Completely painted every five (5) years, and repeated thereafter (This requires that one fifth of the passageways and corridors are to be painted each year of the base contract and to be repeated thereafter).
- Offices/Stairwells

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

Completely painted every ten (10) years, and repeated thereafter. (This requires that one tenth of the offices and stairwells are to be painted each year of the base contract, and to be repeated thereafter).

- I. Carpentry: The Contractor is to provide labor, parts, materials, tools and equipment to perform all carpentry maintenance and repair work to include but not limited to the examples given below:

- Position and install hinges and hang solid wood doors and metal doors.
- Install/replace floor and ceiling tile.
- Install/replace quarry and ceramic tile.
- Patch and repair wallboard.
- Replace baseboard molding.
- Repair and/or install expansion components on metal doors.
- Replace ceiling tile and grid.
- Install and adjust door closures.
- Window replacement due to cracks or breakage (regardless of cause)

- J. Emergency Eye Wash and Shower Stations

Annual maintenance inspections and periodic testing of all existing and future eye/wash and safety showers shall be performed as follows:

- a. All eye/face wash units must be tested for proper operation once per month. Each unit will be operated a minimum of 3 seconds or until the water flow is clear.
- b. All safety shower units must be tested for proper operation once per quarter each year. Each unit will be operated a minimum of 3 seconds or longer until the water flow is clear.
- c. In accordance with the latest version of ANSI 2358.1, eye/face wash and safety shower units will be inspected and operated once per year and be repaired/adjusted to meet operating standards as stated. Annual reports will be submitted to Environmental Health and Safety on the required forms.
- d. Any eye/face wash or safety shower unit which is not properly operative shall be immediately repaired.
- e. Each unit shall be tagged showing the date of inspection and the inspector's initials.

### 3. **Fire Protection Systems:**

Fire Protection Systems include fire detection and alarm systems, automatic sprinkler systems, standpipe and hose systems, fire pumps, fire hydrants, emergency lighting systems, fire doors and dampers. (Dry and wet chemical extinguishing agents, halogenated agent extinguishing systems, carbon dioxide extinguishing systems, portable fire extinguishers, foam systems, and water supply systems are not covered by the scope of this RFP.)

The Contractor shall keep in force comprehensive full cost, full service, parts and repair, maintenance contracts, which at a minimum provide for the below listed frequencies of service and assure that all systems are in compliance with the applicable codes as prescribed by the below listed hierarchy of jurisdiction.

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

The Contractor's initial performance of the required preventive maintenance procedures should be timed to occur as prescribed and within the intervals required as measured from the last time the procedure was performed.

1. The following minimum requirements for preventive maintenance of fire protection systems is not comprehensive. The Contractor shall also follow any required maintenance actions prescribed by the agencies listed in the hierarchy of jurisdiction below:

### A. Weekly

1. Inspect primary and secondary power of fire alarm system.
2. Inspect and test engine driven generator for 30 minutes.
3. Visually inspect sprinkler system pipes, valves, and sprinkler heads.
4. Visually inspect wet-pipe standpipes.
5. Run test of diesel and electric fire pumps 30 minutes without flow.

### B. Monthly

1. General inspection of fire alarm system.
2. Inspect fire department connections.
3. Inspect control and water supply valve.
4. Inspect water pressure gauge on pumps and risers.
5. Test fire pump for automatic operation.
6. Visually inspect water flow alarms on risers.
7. Visually Inspect back flow preventer.
8. Functional test of emergency and exit lightings for 30 seconds.
9. Visually check all fire hydrants.
10. Inspect all fire doors.

### C. Quarterly

1. Test fire sprinkler systems, main drain, water flow devices, control valves,  
etc.
2. Test standpipes for hydrostatic and water flow.
3. Inspect all fire pumps including flow tests.
4. Inspect all standpipes including flow tests for each zone.
5. Inspect all fire department connections, flow and pressure tests.
6. Inspect fire doors, shutters and windows.
7. Inspect fire damper assemblies.
8. Test tamper alarms on valves
9. Test emergency systems and generator under full load

### D. Annual

1. Test fire pump at flow conditions for 30 minutes.
2. Test fire pump at peak load flow condition.
3. Test fire alarm systems, smoke detectors, pull stations, visual indicators, control units, voice communication systems, damper assemblies, stain pressurization operation, smoke purging systems and HVAC shutdown.
4. Inspect, test and maintain automatic sprinkler systems.
5. Inspect and maintain stand pipe systems.
6. Test and maintain fire hydrants.
7. Test and maintain back flow preventors.

2. The contractor shall perform inspections, testing and maintenance of fire protection systems and equipment in accordance with rules and regulations established by the following hierarchy of jurisdiction:

- a. State Fire Marshall



## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

- b. Florida Atlantic University Environmental Health and Safety Office
  - c. Local Fire Department
  - d. Florida Fire Prevention Code
  - e. Most current applicable NFPA Codes.
3. The Contractor shall provide labor, equipment, parts and replacements for the inspections, testing and maintenance of the fire protection systems.
4. Individuals performing tests and maintenance shall be qualified and knowledgeable in the equipment operation and test procedures of installed systems and shall be licensed by the State of Florida.
5. The Contractor shall notify Environmental Health and Safety whenever a fire protection system is impaired. No system shall be placed out of service without advance permission from EH&S. Prior to any testing or maintenance, the Police Department shall be notified to prevent unnecessary response.
6. The Contractor will provide assistance to support fire drill activities as conducted by Environmental Health and Safety. (Services to support other departments and other contractors working on campus that require system shutdowns, resets, standby for tests, welding, etc. are outside the scope of this RFP.)
7. The Contractor shall maintain within the work order system a record of preventive maintenance and repairs, visual inspections, testing and maintenance of the systems, and provide a copy of the record to EH&S within a month of completing scheduled work. Reports compiled on a form, prepared by EH&S will include corrective actions necessary to meet compliance standards for any deficient systems. Each unit shall be tagged showing the date of inspection and the inspector's initials. Log and sign-in procedures are prescribed by EH&S and will be followed at all times.

#### **4. Elevators**

The Contractor shall keep in force comprehensive full cost, full service, parts and repairs, maintenance contracts, which at a minimum, provide for the below detailed service:

- a. Codes and Ordinances: All the work covered by these specifications is to be done in full accordance with the federal, state, local and University codes, ordinances and elevator safety orders as are in effect at the time of the execution of the contract. All of the requirements of the government authorities are to be fulfilled by the Contractor and his subcontractors. Work on all elevator equipment, shall be in accordance with the latest edition and supplements of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1, the National Electrical Code (NFPA 70), and the requirements set forth by the State of Florida, local (i.e. county or city) authority, University and Federal ADA requirements.
- b. Permits: The Contractor shall obtain and pay for any municipal and state permits necessary for execution of the Preventive Maintenance Agreement.
- c. Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss to the owner caused by the contractor, its officers, employees, or agents, including its subcontractors. The Contractor shall provide all barricades required to protect open hoist ways or shafts, excavations or other unprotected excavations as required by OSHA regulations.
- d. Storage of Materials: The Contractor shall supply the Director's Representative with

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

Material Safety Data Sheets (MSDS) for all hazardous chemicals and product, the Contractor uses or stores on the FAU Campus. With regards to hazardous chemicals and products, the Contractor shall fully comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the FAU Hazard Communication Plan.

- e. Contractor shall confine storage of materials on job site to limits approved by the Director's Representatives and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load.
- f. Removal of Equipment and Rubbish: The Contractor shall remove all rubbish, waste oil, grease, dirty rages, etc, are to be removed from the building immediately after any service calls, maintenance or repairs and keep the building and premises clean during the progress of the work. At the completion of the work, the Contractor shall leave the premises in perfect condition, as far as his work is concerned, to the Owner's Representative's complete satisfaction.
- g. Cartage, Hoisting, and Equipment Installation: All elevator equipment installed under this contact shall be delivered to the job site and if necessary, hoisted into place by the Contractor.
- h. Materials and Workmanship: All materials and equipment furnished for the installation shall be in a neat, accurate, workmanlike manner and be subject to the approval of the Elevator Consultant. All materials and equipment furnished shall conform to the regulations of the bodies having jurisdiction and installation shall conform to the regulations of the bodies having jurisdiction over such installation.
- i. The entire elevator system shall be maintained as hereinafter described, in accordance with the following detailed terms: Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment, and in safe operating condition, in accordance with all applicable codes, ordinances and regulations.
- j. With respect to all units monthly systematic examinations, repairs, replacements, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoist ways and pits.
- k. With respect to all units, the Contractor shall maintain all parts of the elevators consisting of, but not limited to machines, motor, generators, brushes, controllers, selectors, worm gears, gears, thrust bearings, brake magnet coils or brake motors, brake shoes, windings, rotating elements, contacts, coils, resistance for operating motor circuits, magnet frames, leveling devices, cams, car hoist way door hangers, tracks, closures and guides, door operating devices and door motors, safe edge detectors, car lights, push buttons, indicators, hall lanterns, solid state and microprocessor component systems, auxiliary rotating equipment, timing devices, computer devices, power drives, communication/ intercom systems, cab ventilation fans, electrical wiring complete, door protection, emergency lighting, hydraulic power unit including tank, manifold, valves, screens, filters belts, fittings, packing, "O" rings, cylinder head assembly, piston, isolation, all above ground piping, and safety systems complete on all elevators.
- l. With respect to any service performed, the Contractor is required to maintain a log sheet that will be kept in a designated location of the Director's Representative's choice each time the Contractor's employee(s) are on the premise. Written memos from the building regarding any work requested shall be maintained at this location for the Contractor's employee(s) action.

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

### Minimum Mechanic Preventive Maintenance Hours

It is agreed that a mechanic will be available on site a minimum of two (2) hours every month per elevator (work to be performed as scheduled) to perform preventive maintenance on all elevators and chair lifts. Problem callbacks and repair labor are not considered preventive maintenance. It is understood that such minimum service hours do not limit labor required to maintain the equipment in an operating condition of excellence.

### Emergency Callback Service

- a. Provide emergency call-back service, which consists of promptly dispatching qualified employees in response to a request, from the Director or their representative by telephone, or otherwise, for emergency adjustments or repairs on any day of the week, at any hour, day or night. Emergency repairs shall be made within four (4) hours to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify the contractor as to the reason why.
- b. All hours, the elevator Contractor shall provide a maximum of one (1) hour response time, from the time of request, for passenger entrapments or group failures. This includes holidays and weekends.
- c. All hours, the elevator Contractor, shall provide a maximum of two (2) hour response for calls involving other problems.
- d. If the response time is greater than one (1) hour for entrapments or group problem calls and two (2) hour for other problems, the Director has the right to, a) have the elevator Contractor defend any elevator related suit that may arise out of his failure to respond in the prescribed time, and b) failure to comply with the aforementioned, at the Director's sole discretion, shall be cause for immediate termination without notice.
- e. On four (4) hours notice, if requested by the Director and at the Director's expense, the Contractor shall provide a standby mechanic at any time.

### Testing – All Units

- a. The Contractor shall examine monthly all safety devices and governors and conduct annual no-load test, two (2) year test and five (5) year full load/speed test of the safety mechanism, overhead speed governors, car and counterweight buffers in accordance with ANSI - A17.2 procedures. Additionally, during these tests, the car balances will be checked and the governor re-calibrated and sealed for proper tripping speed.
- b. The Contractor will be responsible for filing all the necessary documents with all governmental authorities for the annual, two-year and five-year tests.
- c. The Contractor shall be responsible for any filing fee requirements of the governmental authorities.
- d. The Contractor will perform a quarterly test of the elevator Fire Safety System (i.e., manual recall and firemen's elevator operation on the designated elevators on an as needed basis not to exceed three (3) times a year). The results of all tests shall be presented to the property management.

### Lubrication

The Contractor shall lubricate semi-monthly (24 times per year at regularly scheduled intervals) all of those mechanical parts recommended to be lubricated by the original

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

manufacturer of the elevator equipment or to otherwise lubricate as often as and in the manner specified by said manufacturer.

### Lubricants and Cleaning

- a. With respect to all units, lubricants shall consist of oils, greases, and compounds furnished by the Contractor, the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied, it being understood and agreed between the parties hereto that abrasive for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in period has elapsed.
- b. With respect to all units, the Contractor shall keep the guide rails clean and properly lubricated except when roller type guides are involved, no rail lubrication shall be used.
- c. With respect to all units, when necessary, the Contractor shall renew guide shoe rollers and their related components as required to insure smooth and quiet operation. Approved metal containers shall be provided by the Contractor for the storage of wiping cloths.

### Cleaning Materials

Cleaning components, wiping cloths and other materials are to be supplied by the Contractor. It being understood and agreed that cleaning agents employed shall not be flammable or noxious and must always be stored in approved metal local Fire Department fire-rated cabinets provided by the Contractor. Director to approve all containers and locations. The Contractor shall coordinate disposal of wiping cloths and other materials with FAU Environmental Health and Safety.

### Cleaning

The Contractor shall, during the course of all examinations, remove and discard immediately, all accumulated dirt, debris and waste hydraulic oil from the elevator machine rooms and pit areas. All elevator equipment located in the elevator machine room will be vacuumed monthly. A vacuum cleaner shall be provided by the Contractor and stored in the elevator machine room. Upon the signing of this agreement and every two (2) years thereafter, as a minimum, the Contractor shall clean the elevator hatch equipment including, but not limited to rails, angles and tracks, relating devices, switches, buffers, car tops & bottoms, safety devices and frames. The Contractor shall coordinate disposal of waste oils and other hazardous materials with FAU Environmental Health and Safety.

### Painting

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified per code and presentable at all times. Motor windings, microprocessor components and controller coils shall be annually treated with proper insulating/cleaning painted in the second and fourth year of this agreement with good quality floor enamel. The Contractor shall coordinate disposal of waste paints and insulation/cleaning compounds with FAU Environmental Health and Safety.

### Performance Requirements

- a. All control systems shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the standards of performance as herein prescribed.

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

- b. Elevators shall be adjusted to meet these performance requirements:
- c. Lobby dispatch time - adjustable to sixty (60) seconds; set to twenty-five (25) seconds subject to loading, system programming and demand factors.
- d. Non-interference - (stop for car call) - adjustable to ten (10) seconds; set to A17.1 and all handicap standards minimum of three (3) seconds.
- e. Non-interference (stop for corridor call) - adjustable to twenty (20) seconds; set to A17.1 and full handicap standards (including the Americans with Disabilities Act of 1990) minimum based on distance and five (5) second advance audible signal provisions.
- f. Reduced non-interference time (short door dwell after interruption of safe edge beam and re-establishment of safety provision) - adjustable to ten (10) seconds; set to one half (½) second.
- g. Door closing pressure shall be adjusted for a maximum of <30 kinetic pounds per code.
- h. Door close time shall be adjusted to comply with all codes and laws of the authorities concerned.
- i. Operating speeds.
  - 1. Geared Relay Logic Elevators = +/- 10% of the rated speed in both directions of travel under load and no load conditions.
  - 2. Geared Microprocessor Elevators = +/- 2% of the rated speed in both directions of travel under load and no load conditions.
  - 3. Hydraulic Relay Logic Elevators = +/- 10% of the rated speed in both directions of travel under load and no load conditions.
  - 4. Hydraulic Microprocessor Elevators = +/- 5% of the rated speed in both directions of travel under load and no load conditions.
  - 5. Door open time shall not exceed 2.5 seconds.
- j. Floor stop landing under varying load conditions shall be accurate within 1/4", for all units with a sill to sill to commencement of door opening cycle with machine brake mechanically set. (No pre-door opening during deceleration mode will be accepted.)
- k. Re-leveling of cars to compensate for varying rope stretch caused by loading or unloading shall commence within the 5/8" of the landing zone (above or below) with the doors in the open position. The leveling action shall be smooth and not perceptible.

### Supervisory System

The Supervisory System and/or Dispatching Signal System shall be checked and tested quarterly to insure that all circuits and time settings are properly adjusted in accordance with the standards of performance as herein prescribed.

### Spare Parts

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

- a. The Contractor shall provide and maintain a supply of contacts, coils, solid-cloths, rollers, guides, switches, and other minor parts for each elevator in a machine room for the performance of routine preventative maintenance. All spare parts shall be kept in storage cabinets provided by the Contractor and approved by the Director.
- b. All other components required for maintenance and to correct problems must be available within four (4) hours.

### Records

- a. With respect to all units, a complete permanent record of inspections, maintenance, lubrication, and callback service for each unit under service will be kept in the appropriate machine room. For hydraulic elevators a monthly record shall be maintained which provides detailed information on any hydraulic oil which may need to be added to the device to maintain proper operating kept updated on every visit of the service mechanic to the property by the service mechanic. The mechanic must have his time ticket signed and leave a copy with violation of this contract.
- b. A summary of preventive maintenance, major repairs and passenger request.
- c. The company representative shall ride the elevators with the manager, walk the machine room area, and generally review the equipment and equipment spaces with the manager. The company representative shall also answer any questions and make notes of requests of the manager for prompt response.
- a. Failure to conform to the above will be reason for the Director to delay payment of the new price adjustment until the requirement is fulfilled.

### Repairs, Renewals, and Replacements

The Contractor shall make repairs, renewals, and replacements as soon as examinations reveal the necessity therefore or when the Director so advises the Contractor under the terms of this contract. It being understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventative maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjust operation and appearance to the original installation and that replacement be original elevator equipment or its successor, and shall apply to the repairs, renewal or replacement of all mechanical, electronic and electrical parts, including but not limited to the following:

1. Automatic power-operated door systems, car door hanger, car door contact, door protective device, load-weighting equipment. Car safety mechanism, platform, wood platform, flooring, tile flooring covering in the elevator car (flooring if damaged caused, either directly or indirectly, by the Contractor or any agents of the Contractor), elevator car guide shoes, gibs or rollers and accessories.
2. Machine, worm gear, gear, thrust-bearing, drive sheave, drive sheave shaft-bearings, brake pulley, brake coil, brake contact, shoes and linings, components part and all associated castings.
3. Motor, motor generator, motor windings, rotating element, commutator, field coil, brushes, brush holders, bearings, rotors, starters, slip rings, and solid-state power drives complete and all associated apparatus, speed-monitoring equipment and attachments.
4. Controller, selector, and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices,

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

computer devices, insulators, solenoids, resistance grids, and mechanical and electrical driving equipment, diagnostics, trouble-shooting tools, monitors, and associated apparatus.

5. Governor, governor sheave and shaft assembly, bearings, contacts, assemblies.
6. Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
7. Hoist way door interlocks, hoist way door tracks and hangers, bottom-door guides, and auxiliary door-closing devices, hoist way landing, leveling, and encoding systems complete.
8. Hall lanterns, main lobby fixtures, main and auxiliary car operating panels, car position indicators, electric door operators, safety edges and photo eyes, LED driven safe edges devices and auxiliary audible/visible signals and controls, ventilation systems, complete emergency power panels, communication devices and signaling equipment.
9. With respect to all units, Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and hoist way (excluding cab lighting) as required (Director shall supply the material).
10. The Contractor shall examine and equalize tension on all hoisting, compensating, and governor ropes and renew them whenever necessary to insure the maintenance of adequate safety factor. The Contractor shall also shorten all ropes as required to maintain legal bottom clearances.
11. Contractor shall repair and/or replace all electrical wiring and conductors extending to the elevators from mainline switch in the machine room and outlets in the hoist ways.
12. Oil hydraulic tanks, manifolds, valves screens, filters, pumps, belts, fittings, above-ground piping packing, "O" rings, cylinder head assemblies, pistons and isolation equipment.

### 5. **Pest Control**

The Contractor shall provide only trained, qualified pest management technicians who understand current IPM practices in pest control technology and who are able to make sound judgments regarding application of pest management techniques. Pest control personnel must be appropriately certified or identified by the Florida DACS in the category of general household pest control.

The Integrated Pest Management Program for Florida Atlantic University is intended to suppress indoor populations of domestic rats, mice, cockroaches, ants, silverfish, and any other arthropod pests not specifically excluded from this Request for Proposal. Populations of these pests that are located outside of the specified buildings of this contract but within the property boundaries of the buildings are included. Stinging and biting arthropods, such as scorpions and bird mites in the interior of buildings, and colonies of stinging hymenopterous insects such as mud daubers, paper wasps, hornets and honey bees on exterior building surfaces or in exterior recesses which are only accessible from the outside of the building are included in this RFP. Alate and wingless termite swarmers (reproductive caste) emerging indoors shall also be controlled under the terms of this RFP. The selected Proposer must provide a plan that will keep facilities insect/pest free.

## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

Pests specifically excluded from this RFP are: birds, snakes, lizards, vertebrates other than commensal rodents, mosquitoes and insects found inside facilities that primarily feed on outdoor vegetation. Termites and other wood destroying organisms will be treated when evidence occurs that such treatment is necessary.

Regular pest management service shall consist of working with the Contract Administrator and departmental staff to establish an Integrated Pest Management (IPM) Program for application of least toxic pest control products. Application of pesticides shall be in accord with Florida Statute 482 and Chapter 5E-14, Entomology-Pest Control Regulations, and shall be applied only when necessary to destroy a specific target pest.

1. The Contractor shall not apply any pesticide product or use any application procedure which has not been included in the Pest Management Plan or specifically approved by the Contract Administrator.
2. As a general rule, application of pesticides in any inside or outside area of a building or facility shall not occur unless visual inspection or monitoring indicates the presence of pests in that specific area. Actual specimens of insect pests must be seen and identified before pesticides are applied. Fresh rodent droppings, burrows, rub marks or runways are sufficient to indicate the presence of rodents in an area. Complaints by occupants or affected persons shall be verified by survey or inspection by a competent technician prior to pesticide application.
3. Preventive pesticide treatments of inside and outside areas where inspections indicate a high potential for insect or rodent infestation are acceptable on a case-by-case basis. The Contractor shall indicate in the Pest Management Plan for a campus specific areas in that campus potential pest(s) to be managed, pesticides to be used, and methods of application if preventive treatments are justified. These shall be subject to review and approval by the Contract Administrator.
4. Coordination of pesticide application will be established with the Physical Plant and the Department of Environmental Health and Safety. Records of all applications shall be maintained, and shall be the property of the University.

### ***Missing Sections 6 – 8 relate to Custodial Services***

#### **8. Minor Projects:**

- a. Provide the necessary management, supervision, labor, materials/supplies, and tools to complete various major and minor renovation projects as requested by FAU Physical Plant or Facilities Planning Departments. Participate and consult with Physical Plant and Facilities Planning concerning design, cost, and timing. Provide all necessary notification to building users; schedule projects to minimize disruptions to building users; and provide all related construction inspection and construction management services.
- b. The Contractor may accomplish the project with its own forces, with subcontractors, or a combination of both. The Contractor must receive the approval of the Contract Administrator of all subcontractors to be used, prior to the use of a subcontractor.
- c. The Contractor will be held solely responsible for the estimated cost, time constraints, code compliance, and quality of work. Prior to final payment, a representative of FAU must approve all work.

#### **9. EXCEPTION**



## PHYSICAL PLANT – SUPPLEMENTAL INFORMATION

All descriptions and requirements pertain equally to all buildings with the following) noted exception:

1. Commons Building:

All maintenance services will be provided to the building and into and throughout building to also include roof, and non-operational surfaces.

All other maintenance and repair to operating components within the building, refrigeration systems, exhaust systems, electrical distribution and supply to equipment, drains (all-inclusive), fire alarm/suppression/detection devices, food service preparation and serving and cleaning and holding equipment will be the responsibility of the food service operators.

**FORM “C” (Out of Scope Services)****Year 4 (Fiscal Year 2008-09)****PROPOSER’S PRICE PROPOSAL FOR ADDITIONAL WORK***(Return 1 copy of form for each contract year – 5 total)*

A. For labor including subcontractors used to perform services not included in the Contract Specifications, a 10 % markup of the total labor or subcontract. (Subcontract services purchased in accordance with this contract line item, total cost plus markup cannot exceed \$12,499.)

B. For parts, supplies, equipment, and materials required for services not included in the Routine Building Maintenance, a mark-up of 10 % of the total cost. This mark-up will apply to materials stocked and distributed to the following FAU departments: Custodial, Grounds/Transportation, and Utilities. (Contract material purchased under this contract line item, total cost plus markup, cannot exceed \$12,499 collectively, be for a tag-able fixed asset, nor can the cost of any single item exceed the capitalization level of \$999.)

C. To provide additional labor for additional services not included in the Contract Specifications, using on-staff labor above and beyond the normal 40-hour workweek for small jobs, a lump sum cost per hour of:

<b><u>Labor Category</u></b>	<b><u>Lump-Sum Cost/Hour</u></b>
1. Supervision	\$ 45/HR
2. Journeyman Electrician	\$ 45_/HR
3. Electrician	\$ 40/HR
4. Journeyman Plumber	\$ 45/HR
5. Plumber	\$ 35/HR
6. Painter	\$ 30/HR
7. Carpenter	\$ 30/HR
8. Maintenance Mechanic	\$ 44/HR
9. Maintenance Helper	\$ 29/HR
10. Sign Maker	\$ 40/HR
11. Sheet metal worker	\$ 40/HR
12. Refrigeration Mechanic	\$ 69/HR
13. Welder	\$ 62/HR
14. Electronic Technician (F.A. Certified)	\$ 67/HR
15. Laborer	\$ 14/HR

**EXHIBIT C**

**Division of Facilities Direct Cost charges**

**Engineering & Utilities (E&U)**

<b>E&amp;U Services:</b>		
<b>1</b>	<b>T-2 Building</b>	
a	Power - FPL	Billed directly to MPFC
b	Gas - TECO & Infinite Energy	Billed directly to MPFC
c	Water - Metered separately	Billed through FAU monthly based on meter reading
d	Sanitary Sewer - Metered separately	Billed through FAU monthly based on meter reading
e	Maintenance & Replacement cost for Building Controls and Fixed Equipment (see supplemental information)	Direct cost billed based on parts and labor
<b>2</b>	<b>T-1 Building - Prorated cost based on 7,292 GSF - calculated at 17% (note 1)</b>	
a	Power	Billed through FAU prorated at 30% of meter reading (to address intensity of usage by MPFC)
b	Gas	Billed through FAU prorated meter reading at 75% used for steam (exclusive to cage washers and autoclaves)
c	Water - Single building meter (prorate by sq. ft.)	Billed through FAU prorated at 30% of meter reading (to address intensity of usage by MPFC)
d	Sanitary Sewer - Billed at same rate as water consumption	Billed through FAU prorated at 30% of meter reading (to address intensity of usage by MPFC)
e	Maintenance & replacement cost for building controls and fixed equipment (w/in Vivarium and Robotics Lab)	Direct cost billed based on parts and labor
<b>3</b>	<b>T-1 &amp; T-2 Water Cooled &amp; Air Cooled chillers</b> serve both facilities - prorated charge billed through FAU based on total 53% use of both T1 & T2 - plus an additional 20% charge to address the intensity of HVAC load associated with 100% fresh air intake for MPFC space.	
	Power	73% of meter reading billed through FAU
	Water	73% of meter reading billed through FAU
	Annual maintenance contract cost for Trane & Johnson Controls total \$22,912 (note 2)	55% of annual maintenance fees (prorated amount \$12,143)
	Maintenance & Replacement cost for Building Controls and Fixed Equipment	Direct cost billed per parts and labor - prorated based on 55% use of facilities

**Notes:**

1 Calculation of GSF used by MPFC

<b>Building</b>	<b>NASF</b>	<b>Dedicated GSF for MPFC in T-1</b>	<b>TOTAL GSF</b>	<b>% of GSF</b>
MC17 - T1	24723		42490	
Max Planck Space in T-1	4243	5428		
Prorated amount of GSF for T-1			7292	17%
MC19 - T2 (exclusive use MPFC)	18707		33170	100%
<b>Total Sq. Ft. for MPFC</b>			<b>40462</b>	<b>53%</b>

2 Trane agreement provides for inspection of machines four times a year. During one of these visits Trane performs an annual cleaning of condenser water tubes, and cooling towers; which requires a chilled water outage. Any additional work discovered will be charged based on prorated use of T1 & T2 (at 53%) for time and materials. Adjustments to the existing annual maintenance contract will be applied per the prorated amount.

3 All routine maintenance and shutdown for service is scheduled during normal business hours, the cost differential for any off hour service that is scheduled to accommodate Max Planck's needs will be charged to Max Planck.

## ENGINEERING & UTILITIES – SUPPLEMENTAL INFORMATION

- Definition of the controls and equipment repair/replacement costs
  - The controls covered under FAU service agreements are those systems that address the HVAC equipment such as chilled water flow, hot water flow and air volume and temperature. These controls will also provide status for boilers, chillers and pumps. The EXCEPTIONS are controls that serve air valves at chemical hoods and sensors and valves that are associated with any type of isolation room. Additionally, controls for non-HVAC equipment, non-HVAC refrigeration equipment and monitoring equipment are NOT covered.
  - Cooling Towers - The annual maintenance contract provides for a single cleaning. Additional cleaning, to ensure performance, is not included in FAU's service contract and will be charged based on time and material. Any work identified during the inspections/cleaning is billed based on time and material and is prorated in accordance with Exhibit C – Engineering & Utilities.
- What is routine maintenance and covered under the service contract
  - The service contracts on both T-1(MC-17) and T-2 (MC-19) cover inspection and adjustments only. The contractors can remotely or locally addresses each piece of control equipment and determine if it is responding properly. They make any adjustments that lead to the system having control over the space.
  - The service contracts for the chillers provide for four (4) inspections per year. One inspection includes the yearly maintenance of the chiller and the cleaning of the cooling tower or cleaning of the condenser coils.
- What is defined as additional cost
  - Our agreements do not cover any parts or labor associated with a repair if other than an adjustment. Air Valves. Either Phoenix or Siemens, and their associated controls and sensors are also billed as labor and material.
  - Any repair identified as a result of quarterly inspections or equipment failure is billed as time and materials.

### **Notes Regarding FAU/Max Planck Facility Use Agreement**

- 1) FAU will provide Max Planck the use of a Classroom, Conference Room or Auditorium, free of charge, depending on availability. Max Planck representatives must contact the Director of Campus Operations to request and confirm a room reservation at least 24-hours in advance.
- 2) FAU will charge Max Planck for the use of a computer lab, audio/visual equipment and A/V technician services at the Schedule "C" rates set forth in the attached schedule.
- 3) FAU will require a Facilities Use Agreement (FUA) and Certificate of Insurance (insurance minimums noted in FUA) naming FAU as an additional insured to cover Max Planck's activities at the Jupiter campus (i.e., conference room, auditorium, computer lab and classroom use). This is an existing requirement for Scripps.
- 4) With respect to mail service, the Jupiter Mail Center operation is managed by Pitney Bowes Management Services (PBMS). PBMS will retrieve US Mail addressed to Max Planck once a day from the US Postal Service located in Jupiter, Florida. US Mail addressed to Max Planck should be formatted as follows:

Max Planck  
Recipient's Name  
5353 Parkside Drive  
Jupiter, FL 33458
- 5) Max Planck may elect to establish a P.O. Box Number as their official mailing address. This is the preferred method, since establishing a P.O. Box Number will result in PBMS retrieving mail from the Post Office that is pre-sorted and not co-mingled with FAU's street addressed mail.
- 6) PBMS will deliver all US Mail addressed to Max Planck to a designated location twice daily, and retrieve all US Mail that has been affixed with proper postage for delivery to the Jupiter Post Office the same day.
- 7) PBMS will provide instructions to all the major express couriers (e.g., FEDEX, UPS, DHL, etc.) to deliver those packages and parcels clearly addressed to Max Planck, directly to a location identified by a Max Planck representative. Any Express packages not clearly addressed to Max Planck will be researched by PBMS and will be delivered to Max Planck on the next scheduled mail run (Current practice with Scripps).

- 8) Max Planck will agree to provide PBMS with a current roster of Max Planck employees, including their respective telephone numbers and email addresses. Further, Max Planck will agree to provide an updated employee roster on a scheduled basis.
- 9) The monthly fee to provide the mail services noted above will be \$ 1,116.00.
- 10) The Jupiter Campus Transportation/Facilities department will provide special services (e.g., re-arranging classroom furniture, movement of lightweight furniture and equipment, etc.) at a rate of \$15.00 per hour, per man, during normal business hours – Monday through Friday. Requests for such services must be made to the Director of Campus Operations. A minimum 24-hour advanced notice will be required.
- 11) Max Planck will need to identify two individuals; a Building Safety Supervisor and a Building Safety Supervisor Alternate. Both individuals will agree to actively participate in FAU's Building Safety Personnel Program and will receive initial and periodic training from FAU's Department of Environmental Health and Safety. The Director of Campus Operations will act as the point of contact regarding this program.
- 12) Max Planck will participate in FAU's Essential Personnel Program. Participation in the program requires that Max Planck identify essential personnel that will need access to their temporary facility following an event such as a major hurricane, natural disaster, civil disturbance or any other event that would result in restricted access to the campus. Details regarding the program and the issuing of Essential Personnel Identification Cards will be provided by the Director of Campus Operations. In addition, Max Planck will agree to provide the contact information of the named personnel (i.e., business phone number, cellular phone number, home phone number, email address) to the Director of Campus Operations. All contact information shall be considered confidential with limited distribution.
- 13) FAU will issue Max Planck staff members and contract personnel one (1) FAU OWL Card, free of charge. FAU will charge a replacement fee of \$15 for a lost or stolen OWL Card.
- 14) FAU will provide Max Planck staff members and contract personnel one (1) office key as approved by a designated Max Planck representative, free of charge. A request for a Building Master Key or Office Suite Master Key must be reviewed and approved by the Director of Campus Operations.

FAU will charge a replacement fee of \$5 for lost keys or stolen keys. In the case of stolen keys, a police report must be provided in order for the \$5 key fee to be waived. Special requests to re-key an office lock or set of office locks will be charged at the actual cost incurred by FAU.