

TOWN OF CINCO BAYOU
SPECIAL COUNCIL MEETING
OCTOBER 18, 1988

Mayor Laginess called the Special Council Meeting to order at 6:02 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess
Councilwoman Buchanan
Councilman Davis
Councilwoman Dumka
Councilman Gage
Councilman Skelly

Also Present: Attorney McInnis Manager Borchik
Steve Jernigan Bruce Rolfsen

1. Town Hall Building Architectural Proposal - Attorney McInnis read the priced architectural proposals for the Town Hall Building.

- Richard R. Crowe & Associates - \$ 12,000.00
- Jeffrey Prescott, Architect - \$ 7,500.00
- Caldwell Associates - \$ 7,200.00

Councilman Skelly made a motion to accept the proposal from Caldwell Associates of Pensacola for \$ 7,200.00, seconded by Councilman Gage. In the discussion, the following additions were made to the contract documents and agreed to by Mr. Jernigan for Caldwell Associates.

Paragraph 9.4. The prevailing party in any such proceeding shall be entitled to recover, from the other party, a reasonable attorney's fee and all other costs associated with the action.

Paragraph 14.2.2. The following time periods were added to this paragraph and apply to contractor actions.
Schematic Design Phase - 21 Days
Design Development Phase - 14 Days
Construction Document Phase - 30 Days

The motion was unanimously approved on a roll call vote.

There being no further business, the meeting adjourned at 6:24 PM.


Mayor

Attest:


Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings of which these minutes are a part and is on file in the Office of the Town Manager/Clerk.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

AGREEMENT

made as of the eighteenth day of October in the year of Nineteen
Hundred and eighty-eight

BETWEEN the Owner: The Town of Cinco Bayou
 35 Kelly Avenue (Cinco Bayou)
 Ft. Walton Beach, Florida 32548

and the Architect: Caldwell/Jernigan Associates
 5401 Corporate Woods Drive
 Suite 200
 Pensacola, Florida 32504

For the following Project:

(Include detailed description of Project location and scope.)

New Town Hall of approximately 2,500 square feet to be located at the intersection of Yacht Club Drive and Kidd Street at the site of the present Leyenda Park.

The Owner and the Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

struction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

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

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

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

ARTICLE 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of Zero dollars (\$ -0-) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

A stipulated sum of ~~\$9,000.00~~
7,200.00 *RM*

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (20%)
Design Development Phase:	percent (15%)
Construction Documents Phase:	percent (40%)
Bidding or Negotiation Phase:	percent (5%)
Construction Phase:	percent (20%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Hourly based on the following rates:

\$65.00 per hour Senior Architects
\$55.00 per hour Junior Architects
\$35.00 per hour Architect Draftsmen
\$20.00 per hour Clerical

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of (1.1) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of (1.1) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within

24 months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15
OTHER CONDITIONS OR SERVICES

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

OWNER Town of Cinco Bayou

35 Kelly Avenue (Cinco Bayou)

Ft. Walton Beach, Florida 32548

BY _____

ARCHITECT Caldwell/Jernigan Associates

5401 Corporate Woods Drive, Suite 200

Pensacola, Florida 32504

BY  _____

MSB

JEFFREY PRESCOTT, ARCHITECT

P.O. BOX 5178, DESTIN, FL 32541 (904) 837-6494

September 28, 1988

Mr. Albert S. Borchik, Jr.
Town Manager/Clerk
Town of Cinco Bayou
35 Kelly Ave.
Cinco Bayou, FL

RE: Design of a new Building for the Town Council Chambers and
Town Hall Offices

Dear Mr. Borchik:

Prescott Architects, Inc. is pleased to submit our qualifications for providing architectural services for the referenced projects. We are a team of professionals who can effectively meet your needs for timely response and quality output. For your consideration, we summarize our response to your request as follows:

Qualifications

Prescott Architects, Inc. is a group of professionals and consultants with extensive experience in the design of both public and private buildings. We have a reputation for quality design and getting the work done on time.

Capabilities

We are capable of providing all phases of services from site planning and preliminary design through working drawings and specifications to construction supervision and contract administration. Our full range of consultants allows us to provide a complete package.

Adequacy of Personnel

With a full time staff of seven and a consulting staff of more than ten, you are assured that top quality professionals will respond to your needs effectively.

Proximity

Our proximity to Cinco Bayou will enable our project team to effectively service your project. We are fully prepared to commit on site time and experienced personnel to meet your requirements.

Page 2

Fee

The total lump sum fee for the complete architectural services is \$7,500.00. This fee includes structural, mechanical and electrical engineering done by professional engineers.

We welcome the opportunity to demonstrate our capabilities from both a design and technical standpoint. If we may provide you with additional information, please do not hesitate to let us know.

Yours truly,

A handwritten signature in black ink, appearing to read "Jeffrey Prescott". The signature is fluid and cursive, with a large, prominent initial "J" and "P".

Jeffrey Prescott,
Architect

JP:sh

Enclosures

CALDWELL ASSOCIATES
ARCHITECTURE AND PLANNING
5401 CORPORATE WOODS DRIVE SUITE 200
PENSACOLA, FLORIDA 32504 (904) 479-9500

October 13, 1988

Councilman Richard K. Gage
Town of Cinco Bayou
35 Kelly Avenue
Ft. Walton Beach, FL 32548

RE: New Town Hall

Mr. Gage: We are pleased to submit our qualifications for providing Architectural and Engineering services for the proposed new Town Hall for Cinco Bayou. Our firm has extensive experience and a highly qualified and technically competent project team. The project team, led by Caldwell/Jernigan Associates Architects and Planners, and supported by experts in the fields of engineering, interior design and other disciplines is ready to meet your needs with timely response and quality work. Each component of our project team will be coordinated by Senior Professionals. For your consideration, we summarize our response to your request for professional services as follows:

EXPERIENCE

Our project design team has extensive experience in the design of community facilities. The Visitors Information Center in Pensacola, a project with which you are familiar, is one of our most recent community projects. In the design of the Visitors Center, the user wanted the building to have a "Florida" style, so we used many of the forms and materials which are native to the Gulf Coast, and similar to your proposed Town Hall, the site was a waterfront park where the issues of orientation, access, landscaping, views and parking were of critical importance.

We understand the problems particular to the Gulf Coast - sand, salt spray, wind, sun, and other factors which must be dealt with effectively in the design of any facility. We know which building materials require the least maintenance and hold up through the years. All of the project team members have extensive experience in the design of buildings which take those factors into account.

TECHNICAL COMPETENCE AND QUALITY ASSURANCE

Another aspect of our firm's qualifications for the new Town Hall is our technical competence. In addition to the experience of our project Architects, we have the latest in state of the art Computer Aided Design and Drafting. This system helps us assure our clients of the most accurate set of construction documents possible helping to eliminate the possibility of change orders. We also have in place an in-house quality assurance program by which we thoroughly cross-check the drawings, specifications, and cost estimates to further eliminate the possibility of errors or omissions. Our specifications and estimates are also computer based in order to assure the most up-to-date information on products and costs. This has been well demonstrated by our track record of bringing projects within budget and on time.

We have enclosed a standard "Architect/Owner Agreement" which describes in detail the scope of services which we have proposed in our contract. Our firm can also act as your consultant on landscape architecture, interior design, and construction management services. Through these services we can assure the Town of Cinco Bayou of a complete, fully coordinated, hassle-free project.

In summary, our philosophy is to work closely with the owners and users of any facility to design the most functional and practical facility possible. We understand the need for flexibility, since the needs of any user is subject to change over the years. We feel that, with our design assistance the new Town Hall can be a real asset to your community activities.

Again, we are honored to have been able to present our proposal for professional services for the new Town Hall. We look forward to working with you and the other officials of Cinco Bayou to bring the new Town Hall to fruition. If you have any questions, please feel free to call us.

Sincerely,



G. Steve Jernigan, AIA
Partner

GSJ:bmf

Enclosures

RECEIVED
9/29/88
NJB

September 28, 1988

The Town Council
Town Hall
35 Kelly Avenue
Cinco Bayou, Florida 32548-4412

PROPOSAL TO PROVIDE ARCHITECTURAL SERVICES FOR:
DESIGN OF A NEW BUILDING FOR THE TOWN COUNCIL CHAMBERS AND TOWN HALL
OFFICES.

Dear Members of the Council;

We are honored to be able to provide you with this architectural proposal. After visiting with your town manager, Mr. Borchik and with Councilman Davis about your architectural program, we came away with a great deal of enthusiasm for doing your project. Your site is ideal for this project and we feel that together we can provide for an exemplary town centerpoint.

We took the liberty of conceptually designing your building based upon our meeting with Mr. Borchik and Councilman Davis. Our design approach would be:

1. Develop a concept based upon the program.
2. Generate an acceptable design solution.
3. Articulate and refine the design.

GENERAL QUALIFICATIONS:

I, Richard R. Crowe, am the President and Principal-In-Charge of your project. As such I will work with you in producing exactly what you want.

I have been involved in design of both large and small scale projects and in restoration and renovation of existing buildings. My love is in doing the best possible job for my clients.

RICHARD R. CROWE AND ASSOCIATES, P.A.

ARCHITECTURE + DESIGN

1349 East Lafayette Street Tallahassee, Florida 32301

(904) 656-6888

September 28, 1988
Cinco Bayou Proposal
Page 2

I am a graduate of the University of Florida with a Bachelor of Design, 1977. After working in the field I earned a Masters of Architecture degree from Virginia Tech in 1984. Since 1984 I have worked in Tallahassee as a principal architect, first with Albert Trull as his associate, and from 1986 to present as Richard Crowe and Associates, P.A.

Professional Registration: Architecture (Florida, 1985),
Registration Number 11032

Member, American Institute of Architects

Mr. Pellett became a member of our firm after leaving the firm of Catalyst, Inc. in Orlando where he was Project Manager and Project Architect. being a Registered Architect in the State of Wisconsin, his 14 years of education and experience proved to be an invaluable asset. His primary duty is one of Production Management. In this capacity for your job he will see to it that all the components and systems are compiled properly. He will act as our quality control expert.

Lawrence Wiggins has been with the company from the time of its origination. He is a graduate from Florida A & M University, School of Architecture. His design skill as well as his technical skill will serve you very well. Mr. Wiggins will act as project manager for this project and will personally be involved in every phase.

SPECIFIC QUALIFICATIONS

We are a small, highly efficient design-oriented team which specializes in commercial developments. A majority of our previous commissions were awarded to us only after close comparison to the more prominent architectural firms in town. Being small, yet efficient, enables us to concentrate fully on your project with the intensity it deserves.

Our entire architectural staff is capable and well versed on the Data CADD System by which we establish most new documents. Having the knowledgeable staff and state of the art equipment enables us to not only meet the needs of our clients, but to do so in a timely and, economical manner allowing the clients revisions to be incorporated in the same timely and economical manner.

COMPUTER AIDED DESIGN AND DRAFTING:

We do not believe that any computer can automatically make for good design or a successful project. However, if the design is good, a CADD system can significantly speed up the construction document phase. Also, because CADD work is in "real world coordinates" the likelihood of errors are dramatically minimized.

September 28, 1988
Cinco Bayou Proposal
Page 3

PROJECT SCOPE

We currently see the scope of our services to be as follows:

Design of a one story, 3600 to 4000 S.F.(plus or minus) council chamber, multipurpose, office building. Toilet facilities will be provided. The main meeting room is to accommodate 100 diners and is to have adjacent kitchen facilities and storage facilities. The separated town office area is to be equipped with three offices, a conference room, filing and working space

Adjacent to the new building is to be a large outdoor deck area which is also to be capable of accommodating 100 diners. The site is to have parking for 40 autos with the balance of the site to remain a park.

Richard R. Crowe and Associates will provide drawings depicting the architecture and all engineering. We would preferably use the civil engineer which is to be selected by you to serve as your town engineer.

Our services will be broken into the standard AIA format. These will consist of Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration. These phases allow both the owner and the architect a great deal of control over the project. At each phase conclusion the architect submits to you the owner documents for approval. No work can proceed (or be billed for) without your approval.

We would also like to use a standard AIA contract for our services. See the enclosed sample contract for your review.

PROPOSED SERVICES AND PROGRAMMING:

Schematic Design Phase

Schematically we will perfect the design ideas presented in this proposal, making extensive use of your comments. We will verify all programmatical items with your staff. We will design a building of one story, providing a floor plan, elevations and a building section.

We will personally present the design to you in one of your council meetings. Comments and suggestions generated in the presentation meeting and during your review will be incorporated in the documents in the next phase of drawings.

Drawings you would receive:

- * Site Plan
- * Four Elevations
- * Spatial Building Section

FEE: \$1,800.00
TIME: 2 weeks

Design Development Phase

In this phase we will begin all of the drawing work, taking the documents to about 35% completion. This point in the work is an excellent time to stop to get your review and comments. In the process of reaching the 35% point we will study all alternative approaches to systems and components, making decisions as we go. You will be given the opportunity to critique our progress at this critical stage.

Drawings you will receive:

1. Site Plan
2. Foundation Plan
3. Roof Framing Plan
4. First Floor Plan
5. Reflected Ceiling Plan
6. Interior Elevations
7. Exterior Elevations of Building (4)
8. Building Section (2)
9. Construction Details
10. Mechanical and Electrical Layout Plans

FEE: \$1,800.00
TIME: 2 weeks

Construction Documents Phase

In this phase we generate a complete set of Construction Documents. We also further coordinate information between various disciplines.

Documents you will receive are:

1. Site Plan
2. Foundation Plan and Details
3. Roof Framing Plan and Details
4. First Floor Plan and Schedules
5. Reflected Ceiling Plan and Schedules
6. Interior Elevations, Details and Schedules
7. Exterior Elevations of Building (4)
8. Building Section (2)
9. Construction Details
10. Mechanical and Electrical Layout Plans, Schedules and Details
11. Project Manual and Specifications
12. Florida Model Energy Code Compliance Form

FEE: \$ 5,400.00
TIME: 5 weeks

Bidding Assistance:

Here we can answer questions and assist you in the selection of contractors on a competitive bid process. Our services would include addressing any questions on the part of the bidders, providing written clarifications and providing any addenda which may be needed during the bid process.

FEE: \$ 600.00
 Time 3 or 4 week bidding period

Construction Administration:

In this Phase we shall supervise the construction process. We shall help to interpret the Construction Documents, check shop drawings and solve the various dilemmas which may occur. Since the construction of a building of this size can be completed in 3 months we anticipate 4 visits to verify construction progress for the payment requests. These visits would be monthly. In addition we anticipate a final punch list visit and 2 visits for miscellaneous inspections and clarifications.

FEE \$ 2,400.00

ARCHITECTURAL FEE AND TIME REVIEW

	FEE	TIME
Schematic Design Phase	\$ 1,800.00	2 weeks
Design review by owner		1 week
Design Development Phase	1,800.00	2 weeks
D.D. review by owner		1 week
Construction Documents	5,400.00	4 weeks
C.D. review by owner		1 week
Architect address review and compile bid documents		1 week
Bidding Assistance	600.00	4 weeks
Construction Administration	2,400.00	14 weeks
TOTALS	\$12,000.00	30 weeks

SCHEDULE

We understand after talking with Mr. Borchik and Mr. Davis that time is of the essence. We are free to pursue this project with our entire staff immediately. The schedule as depicted above would make it possible for you to move into your new building by May of 1989. We would make every possible effort to shorten the time of our involvement. Ideally it is conceivable that 4 or 5 weeks could be shaved off the total schedule if all went without a hitch.

September 28, 1988
Cinco Bayou Proposal
Page 6

ADDITIONAL SERVICES

Additional services will be billed on an hourly bases for personnel as follows:

Richard Crowe, Principal	\$ 60.00/hour
Michael Pellett, Production Manager	\$ 40.00/hour
Laurence Wiggins, Project Manager	\$ 20.00/hour

CONCLUSION

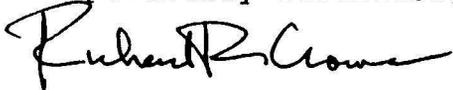
This fee is based upon the above scope of work. Changes in the scope would result in a change in Fee. We request a sign-off procedure after the Schematic Design Phase is completed and at completion of the Design Development Phase so that any design changes would result in an extra service fee.

This fee also includes structural systems design, site planning, plumbing systems design, mechanical systems design, Florida Model Energy Code documentation, and electrical systems design. The proposal is for a completely designed and documented set of bidding and construction documents..

Upon acceptance of this proposal we will draw up a contract using AIA form B141 Abbreviated Form of Agreement Between Owner and Architect.

I trust this proposal is to your liking. If you have any questions, please do not hesitate to call.

Respectfully submitted,



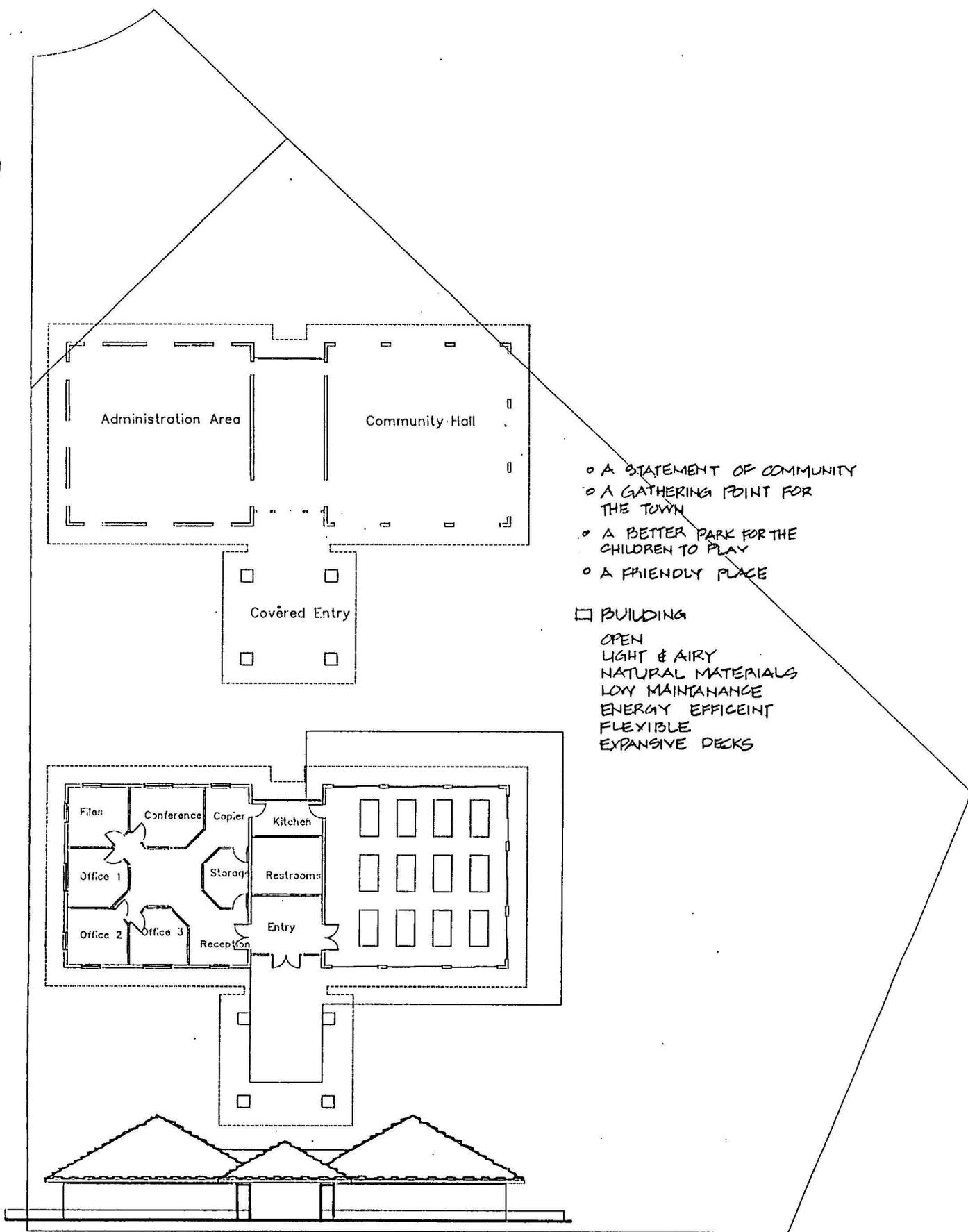
Richard R. Crowe, AIA

RRC:tg
Cinco Bayou
enclosures

Accepted

Cinco Bayou Town Council

Date



- A STATEMENT OF COMMUNITY
- A GATHERING POINT FOR THE TOWN
- A BETTER PARK FOR THE CHILDREN TO PLAY
- A FRIENDLY PLACE

- ☐ BUILDING
- OPEN
- LIGHT & AIRY
- NATURAL MATERIALS
- LOW MAINTANANCE
- ENERGY EFFICEINT
- FLEXIBLE
- EXPANSIVE DECKS

CONCEPT DEVELOPMENT
 CINCO BAYOU TOWN HALL
 RICHARD R. CROWE AND ASSOCIATES ARCHITECTS