

TAB

E



AIA[®] Document B105[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the 6th day of April in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Community Redevelopment Agency
516 8th Ave. W
Palmetto, FL 34221

and the Architect:
(Name, legal status, address and other information)

Moore 2 Design
706 Riverside Drive
Palmetto, FL 34221

for the following Project:
(Name, location and detailed description)

Sutton and Lamb Parks
Palmetto, FL

Develop a "concept" Master Plan for Sutton and Lamb Parks in Palmetto, FL..

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide master planning services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project.

(Paragraphs deleted) This contract is limited to Concept Master Plan design only. Final design contract documents and construction administration to be determined after concept design is complete. This study is limited to three (3) concept plan alternates and includes four (4) meetings with staff. Any public meetings will be on a time and materials basis. Fees for contract documents will be provided after a concept master plan is accepted. Design concepts that will be incorporated into the Master Plan include, but are not limited to: pavilion design; sidewalks; fountains; lighting; toilet renovations; and a grand stand as a focal point. Renderings are not a part of the scope of work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide pricing information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$4,250 for the concept master plan design phase. Fees for final design, contract documents, furniture, fixture and equipment and construction administration to be determined after concept design is complete.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid fifteen (15) days after the invoice date shall bear interest from the date payment is due at the rate of nine percent (9 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; and services not completed within six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Owner agrees to limit the architect's liability to the amount of the architect's fee. The work product for concept design will be: a site master plan for Sutton and Lamb Parks.

Owner to provide:

- Current survey
- Schematic plan of typical round about intersection for 6th and 7th
- A streetscape design palette for 10th including typical lighting, seating, paving, trash containers, etc.

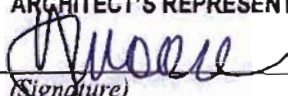
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT'S REPRESENTATIVE



(Signature)

For the Firm
Victoria Moore, President

Antoinette Kilgore

From: Scott Rudacille [srudacille@kirkpinkerton.com]
Sent: Wednesday, April 06, 2011 7:22 PM
To: Jeff Burton; Mark Barnebey
Cc: Jenny Silverio; Antoinette Kilgore
Subject: RE: Please review for the 14th, thanks. Sutton conceptual plan.

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Jeff, here are my comments.

1. Because there is a time and materials component to the contract, we need to establish the hourly rates for all of the employees in this contract.
2. In Article 3, we need to clarify that the City will be able to use the plan as it sees fit to complete the project, including using the plan to create more detailed plans and construction drawings. As worded, it would limit the City's use of the plan until the planning phase was complete. We also need to include a blanket statement that all of the terms in Article 3 are subject to Florida's Public Records Act, Chapter 119, Florida Statutes.
3. In Article 5, the contract references another document. We need to have a copy of that for our records.
4. We need to make sure that our payment procedures will enable us to meet the 15 day payment turnaround, otherwise late fees will apply.

Scott E. Rudacille, Esq.
Kirk-Pinkerton, P.A.
1301 6th Avenue West, Suite 102
Bradenton, Florida 34205
(941) 364-2446
(941) 744-9691 (fax)
srudacille@kirkpinkerton.com
Board Certified in City, County and Local Government Law

From: Jeff Burton [mailto:jbarton@palmettofl.org]
Sent: Wednesday, April 06, 2011 3:08 PM
To: Mark Barnebey; Scott Rudacille
Cc: Jenny Silverio; Antoinette Kilgore
Subject: Please review for the 14th, thanks. Sutton conceptual plan.