


September 16, 2013

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: Architectural Services Agreement - Barnett Fronczak Barlowe

Item Description

This item requests approval for the Architectural Services Agreement with Barnett Fronczak Barlowe Architects for Phase One of the Wakulla Environmental Institute.

Overview and Background

The District Board of Trustees approved the recommendation of the Board subcommittee to select Barnett Fronczak Barlowe Architects to provide architectural services for the Project. TCC staff met with the architects to confirm project scope and to negotiate the architectural services agreement. The agreement includes provisions for architectural basic services for the project, specialized mechanical design for "net-zero" energy features, and "low impact" civil engineering design due to the unique environmental features of the site. The agreement has been reviewed by TCC Facilities Planning staff and by the Board attorney.

Past Actions by the Board

The District Board of Trustees previously approved continuing architectural services agreements with Barnett Fronczak Barlowe Architects and with DAG Architects in October, 2010.

Funding/Financial Implications

Funding for the project was appropriated by the Legislature in the 2012 session.

Staff Resource

Teresa Smith

Recommended Action

Approve the Architectural Services Agreement with Barnett Fronczak Barlowe Architects for Phase One of the Wakulla Environmental Institute.

AIA[®] Document B141[™] – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of _____ in the year Two Thousand and Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304-2865

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

Barnett Fronczak Barlowe Architects
225 South Adams Street
Tallahassee, Florida 32301
Phone: 850-224-6301
Fax: 850-561-6978

for the following Project:
(Include detailed description of Project)

Wakulla Environmental Institute (WEI) Phase I
See Attachment "A" - WEI Program Notes

The Owner and Architect agree as follows:
(Paragraphs deleted)
Design, Documents and Construction Administration for Phase I as described in this document.

ARTICLE 1 INITIAL INFORMATION

§ 1.1.2 PROJECT TEAM

§ 1.1.3 The Owner's Designated Representative is:

David Wildes
Tallahassee Community College
444 Appleyard Drive

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.

Tallahassee, Florida 32304

Phone:

Fax:

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, if any, who are required by the Owner to review the Architect's Submittal to the Owner are:

Bob Ballard
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

Phone:

Fax:

§ 1.1.3.3 The Owner's other Consultants and Contractors (insert if any), are:

To Be Determined

§ 1.1.3.4 The Architect's Designated Representative is:

Richard R. Barnett
Barnett Fronczak Barlowe Architects
225 South Adams Street
Tallahassee, Florida 32301
Phone: 850-224-6301
Fax: 850-561-6978

§ 1.1.5 When the services under this Agreement include Contract Administration services, the General Conditions of the Contract for Construction shall be the 1997 edition of AIA Documents A201,

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall consult with the Architect and provide such timely information as may be reasonable necessary for the Architect to perform Architect's services.

§ 1.2.2.2 The Owner shall establish and periodically update the budget for the Project, including that portion allocated for the Cost of the Work.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provide in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

Init.

§ 1.2.2.7 While the Owner has no affirmative duty to become aware of the same, the Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defects in the Project, including errors, omissions or inconsistencies in the Architect's drawings, specifications, or other documents.

§ 1.2.3 ARCHITECTS

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants are personal professional services and shall be as enumerated herein and in those documents enumerated in Article 1.4. The Architect shall be responsible for the Architect's negligent acts or omissions.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which may be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, if any, and for approval of submissions by authorities having jurisdiction over the project.

Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultant similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.2.3 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are for use solely with respect to the Project. Any other use shall be at the Owner's risk and without liability to the Architect or the Architect's consultants and the Owner shall defend and hold harmless these parties from any claims or damages. Unless the Owner fails hereunder to pay the Architect therefore, the Owner shall be deemed the Owner of such drawings, specifications and other documents and shall have and retain all rights therein. In the event the Owner is adjudged to have failed hereunder to pay the Architect for such drawings, specifications, or other documents, ownership thereof, and all rights therein shall revert to the Architect.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changed, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultant may be accomplished after execution of this agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to changing such services. If the Owner deems that all or a part of such Change in Services is not required, the owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to change those services. Except for a change due to the fault of the Architect, such Change of Services of the Architect shall entitle the Architect or Owner to an adjustment in compensation pursuant to Paragraph 1.5.2 and the Architect to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediations of Rules of the American Arbitration Association currently in affect. Request for mediation shall be filed in writing with the other party to the Agreement, and with the American Arbitration Association. The request may be made concurrently with the filing of a Civil Action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 8.1.3 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the state where the project is located.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in 1997 edition of AIA Document A201, General Conditions of the Contract for Construction.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Attachment A. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 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 Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 Subject to the Owner's prior review and written approval thereof whose approval shall not be unreasonably withheld, the Architect shall have the right to including photographic or artistic representation of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project.

(Paragraphs deleted)

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

(Paragraphs deleted)

§ 1.3.7.9 The Owner and 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 this Agreement or any claim pertaining hereto, without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignments.

(Paragraph deleted)

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damage 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 has been adjudged to be liable.

(Paragraph deleted)

§ 1.3.9.2 Reimbursable Expenses shall mean reasonable expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .3 reproductions, plots, standard form documents, postage, handling and delivery of Documents, Specifications, or other Documents;
- .4 expense of overtime work requiring higher than regular rates if authorized in writing, in advance by the Owner;
- .6 expenses of professional liability insurance dedicated exclusively to this Project to the expense of additional insurance coverage or limits required by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .8 any other expenses directly related to the Project and reasonably incurred after first receiving the written approval of the Owner;

(Paragraph deleted)

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or multiple of Direct Personnel Expenses shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of 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 and employee retirement plans and similar contributions.

(Paragraph deleted)

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

(Paragraph deleted)

§ 1.4.1 Enumeration of Parts of the Agreement. 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. This Agreement comprises the documents listed below.

(Paragraphs deleted)

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997 as modified.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997 as modified.

(Paragraph deleted)

ARTICLE 1.5 COMPENSATION

(Paragraphs deleted)

§ 1.5.1 For the Architect's services as described under Article 1.4 or elsewhere herein, compensation shall be computed as follows: Based upon the Building Type, Complexity, and Dollar Amount as represented by the accompanying graph.

(Paragraphs deleted)

§ 1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described in Attachment "B".

Compensation shall be based on Final Construction Cost or low bid, whichever is greater percent of fair market value for any portion of design not bid.

(Paragraphs deleted)

§ 1.5.3 For a Change in Services of the Architect's consultant, compensation shall be computed as a multiple of 1.2 times the amount properly billed to the Architect or payment for the Architect's compensation for handling and coordination time at the Architects customary billing rate for such services.

(Paragraphs deleted)

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and one tenth times the expenses incurred by the Architect, and the Architect's employees and consultants

(Paragraph deleted)

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows: Computed as a multiple of one point one times the expenses incurred by the Architect, the Architect's surveyors and consultants.

(Paragraphs deleted)

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

(Paragraphs deleted)

§ 1.5.7 An initial payment of (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

(Paragraphs deleted)

§ 1.5.8 Payments are due and payable (30) days from the date of the Architect's invoice, Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

§ 1.5.9 If the services covered by this Agreement have not been completed within (15) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.

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

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

OWNER

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)

AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

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.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 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.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's 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 Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, 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 as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor 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. Modifications made to the General Conditions, when adopted as part of the

Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 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 the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals

related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to () visits to the site by the Architect over the duration of the Project during construction.
- .3 up to one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to one (1) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	TCC	
.2 Land Survey Services	TCC	
.3 Geotechnical Services	TCC	
.4 Space Schematics/Flow Diagrams	BFBA	
.5 Existing Facilities Surveys	N/A	
.6 Economic Feasibility Studies	N/A	
.7 Site Analysis and Selection	TCC	
.8 Environmental Studies and Reports	TCC	
.9 Owner-Supplied Data Coordination	BFBA	
.10 Schedule Development and Monitoring	BFBA/Cost Services	
.11 Civil Design	HYDRA	
.12 Landscape Design	HYDRA	minimum required for permit
.13 Interior Design	TBD	
.14 Special Bidding or Negotiation	Cost Services	
.15 Value Analysis	H2/ME/BFBA/Cost Services/Hydra	
.16 Detailed Cost Estimating	BFBA/H2/ME/Hydra/Cost Services	
.17 On-Site Project Representation	TCC	
.18 Construction Mangement	N/A	
.19 Start-up Assistance	General Contractor	
.20 Record Drawings	BFBA	
.21 Post-Contract Evaluation	TBD	
.22 Tenant-Related Services	N/A	
.23 Archeological	TCC	
.24 Hazardous Material Survey	TCC	
.25 As-Built Drawings	N/A	
.26 Permitting Assistance	BFBA/H2/ME/Hydra	
.27 Construction Administration	BFBA/H2/ME/Hydra	

Description of Services.

(Insert descriptions of the services designated.)

*These services to be performed by N/A and compensated as reimbursables or additional services as applicable.

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ATTACHMENT "A"

MEMORANDUM

To: Bob Ballard
Dave Wildes

From: Richard R. Barnett

Re: **Wakulla Environmental Institute-WEI**
Program Notes

Date: 30 July 2013

WEI Project Elements

The Wakulla Environmental Institute is comprised of three components with distinct goals:

- Education
- Southeast Training for Land Management
- International Tourism (Eco Tours)

The Institute currently offers six Associate of Science Degrees:

- Water Quality
- Hotel and Hospitality
- Parks and Leisure
- Forestry
- Aquaculture
- Recycling

All of the course are currently offered as on-line degree programs. It is hoped that for the Recycling program, training in the operation of front-end loaders and large equipment operation will be conducted on site. One objective is to train student in the environmental management of hydraulic fluids.

The Southeast Region Institute for Land Management will address the following:

- Land Management and Controlled Burns
- Management/Eradication of Invasive Species
- Management of Surface run-off.
- Green Guides

The Institute for Eco-Tourism has the following Goals:

- The Institute hopes to attract 200 families a week to participate in the following abbreviated list Regional Activities and Day Adventures. It is anticipated that there will be a minimum of 100 of these excursions and will include the Green Guide program.
 - Kayaking
 - Air Boating
 - Flat Boat fishing
 - Shrimp Harvesting
 - Oyster Harvesting
 - Deep Sea Fishing

Master Plan Considerations

The Wakulla Environmental Institute currently owns 158 acres in Wakulla County. It is the Goal of the Institute to obtain a total of 400 acres.

Site access is currently contained within a 60 foot wide Roadway Easement and a 50 foot wide Conservation Easement. The Institute hopes to acquire this land and the land south of the Easements to control future Development.

Currently, the Master Plan provides for the future branch of the E.O. Wilson Bio-Philio center whose main Program is located in Destin. This facility is a Test Preparation Center for students taking the Florida FCAT.

The Master Plan includes the potential for a Hotel and Training Center whose funding of approximately 26 million dollars is tied to the BP oil spill funds. In an agreement with the County, the Training Center must accommodate a minimum of 2,500 seats for Wakulla High School graduations.

Each Associate of Science degree Program in the Wakulla Environmental Institute is anticipated to grow to be able to justify a 40,000 square foot building for each degree Program. Six buildings are detailed on the Master Plan to accommodate this growth.

The most Southern portion of the Master Plan anticipates "Tree-House" housing surrounding a sinkhole.

WEI Funding:

The current project budget for this site is \$4,250,000. There is \$250,000 set aside for restroom improvements at Cherokee Sink. The funds available for construction are \$2,500,000. We have tentatively taken this construction cost and separated it in the building (including standard MEP), the upgrades to achieve a "net zero" building and the site civil costs. The breakdown is as follows:

Building/Site Civil	\$2,500,000
Net Zero Technology	600,000
Total	\$1,900,000

WEI Program for Starter Building

BFBA was given a program for the starter facility by TCC. Comparing the program to the latest schematic plan provided by DAG, it appears that the “outside restrooms with showers” (approximately 100sf each) are not included on the program. The screen porch is not a part of the program. This area may be included in the “circulation” allowance. It also appears that there is no “material storage” for the two general purpose classrooms on the schematic plan, but a second “chair storage” has been added to replace these spaces. We suggest that the current program be modified to reflect these changes. This will increase the gross area of the building by 284 sf to 9,898 gsf (including the screen porch in circulation).

Exterior

A Bus Drop Off/Covered Entry will provide the entry statement to the building. It will be covered sufficiently to allow vans/buses and passenger vehicles to load and unload without being exposed to the rain.

A 15 foot wide screen porch running the length of the building with a wide overhang is required to stage - eco-tourism groups of a maximum of 100 people waiting for vans/bus transportation. To maximize the use of this space, it should be located on the south side of the building to take advantage of cool breezes in summer and the warm sun in the winter.

Outside Restrooms containing showers are required to support cyclists/hikers, eco-tourists, students and staff doing field work. The showers in each restroom should be accessible only to students and staff doing field work. They should be lockable behind their own door. These facilities should be located close to the screen porch but separate.

Interior Public Spaces

The Lobby will provide the primary entry into the building. There will be a “demonstration wall” that tells the story of the building along with monitoring equipment that provides real time energy efficiency on the building and how it is performing. This is a multipurpose space that could be used for receptions, public announcement and a waiting space for students/visitors to the building. A fireplace was suggested for this space to add a rustic/friendly character to the building while provided warmth on cool winter days.

A conference room off the lobby will provide a small formal meeting area (8-10 people) for the building. It would be desirable to use this area as a feature on the exterior of the building.

There are two lab classrooms accommodating a maximum of 25 students; a permanent lab classroom with fixed tables with sinks provided at each station, and a lab with movable student stations and perimeter casework with sinks. Each lab classroom should have floor drains to allow the lab to be washed down.

There are two general purpose classrooms (40 students each) with a folding wall that allows for group meeting up to 80 people seated at tables or 100 attendees utilizing moveable seating. It is anticipated that this space can accommodate a large classroom configuration or a county commission meeting. Chair and table storage are required to support these spaces.

Public restrooms with a vending area in the vestibule should be located near the lobby and staff support space.

Interior Staff Spaces

A receptionist space should be located off the lobby with visual control of all circulation areas. A directors office, two administrative offices and two faculty offices should be located off the lobby with a second entry/exit. Support spaces for this area include a workroom, files room, supply room and storage.

Support Spaces

Mechanical/Electrical/Data space should be determined using 6% of the net area.

Circulation, walls and overhangs should be determined by taking 34% of the net area, including mechanical, electrical and data, located as a space between the classrooms and staff support and including an exterior entrance.

Net Zero Energy Systems

The following are potential systems to achieve “Net-Zero” energy usage in the First Phase:

- Lighting Controls
- Daylighting Controls
- LED Lights
- HVAC Controls - Occupancy Sensor
- Window Open Sensors
- Geothermal Loop - Horizontal Installation
- Photovoltaic Panels
- Solar Hot Water
- Reuse Water Collection and Distribution
- Package Reuse Water Treatment Plant - plumb for future use

Site Civil Systems

The following are required Site/Civil features in the First Phase and the Master Plan:

- Asphalt Road from US 319 to Starter Building (w/o curb)
- Parking for Visitors and Staff
- Landscaping/Sidewalks to the Starter Building
- Vegetated Water Retention Swales (for water treatment)
- Underground Power Supply - from overhead pole going to existing house
- Domestic Water Supply - from 319 to Starter Building - 8" line
- Phone/Data - underground from US 319 to Starter Building
- US 319 Entry Upgrade - Entry Sign, Lighting and Landscaping
- Future DOT Turn Lane at US319
- Future Underground Power Easement
- Future Sewer Line Easement

Issues To Be Investigated

Building Elevation - to stay above the flood plane/tidal surge plane

Underground Topography - -to determine possible sinkholes and location of underground river.

Other Issues:

It appears that the "Roundabout" entry feature is not large enough to accommodate buses and services vehicles. This will be studied in the Schematic Design submittal. It is also evident that the accommodation of tour buses will be needed.

Phase One Traffic impacts will be discussed with DOT to attempt to reschedule the requirement for turn lanes on US Highway 319 from Phase One to future phases.

Mapping of the underground river will be required to ensure that the new Wakulla Environmental Institute Building is not located over this environmental feature.

SD PLAN COMPARISON PROGRAM WEI ADMINISTRATION/MULTIPURPOSE BUILDING													
FISH CODE	QUANT	SPACE	OCCUPANTS	NSF OCCUPANT			CALCULATED NSF			PLAN NSF	REMARKS		
				LOW	MEDIAN	HIGH	LOW	MEDIAN	HIGH				
1.1.1.04	1	Biological Science Lab	24	35	40	45	840	960	1,080	946			
P5	1	Material Storage		85	100	115	85	100	115	100			
R5	1	Project Storage		170	200	230	170	200	230	200			
1.1.1.19	1	Chemistry Lab	24	35	40	45	840	960	1,080	952			
P4	1	Material Storage		65	75	85	65	75	85	75			
R4	1	Project Storage		130	150	170	130	150	170	147			
1.00.00	1	Classroom	24	20	25	30	480	600	720	602			
P4	1	Material Storage		65	75	85	65	75	85	61			
1.00.00	1	Classroom	36	20	25	30	720	900	1,080	730			
P4	1	Material Storage		65	75	85	65	75	85	62			
1.00.00	1	Directors Office		150	175	200	150	175	200	180			
1.00.00	1	Office		110	120	130	110	120	130	118			
1.00.00	1	Other Administrator		125	135	145	125	135	145	124			
1.00.00	1	Faculty Office		110	120	130	110	120	130	110			
1.00.00	1	Faculty Office		110	120	130	110	120	130	110			
1.00.00	1	Secretary Clerk/Reception Desk		100	110	120	100	110	120	121			
1.00.00	1	Reception Lobby	88	15	20	25	1320	1760	2,200	1,314			
1.00.00	1	Conference	20	15	20	25	300	400	500	253			
1.00.00	1	Workroom (100+(5*35))					275	275	275	263			
1.00.00	1	Files		110	120	130	110	120	130				
1.00.00	1	Supplies		100	125	150	100	125	150	161			
1.00.00	1	Storage		125	150	175	125	150	175				
1.00.00	1	Student Restrooms, Male	54	1.25	1.5	1.75	67.5	81	95	237			
1.00.00	1	Student Restrooms, Female	54	1.25	1.5	1.75	67.5	81	95	237			
1.00.00	1	Custodial	108	1	1.1	1.2	108	118.8	130	65			
UA	1	Vending								65			
UA	1	Chair Storage								123			
							6,638	7,986	9,334	7,356			
		Mechanical/Electrical Equip.				6%	398	479	560	380			
							7,036	8,465	9,894	7,736			
		Circulation, walls & overhangs				34%	2,392	2,878	3,364	1,878			
							9,429	11,343	13,257	9,614			

General Construction Budget	\$ 2,500,000.00
Enhance MEP Systems (Add'l Services)	\$ (600,000.00)
Construction Cost Association with Basic Services	\$ 1,900,000.00
Using DMS Fee Curve "B" The Basic Services Fee is	\$ 154,174.00

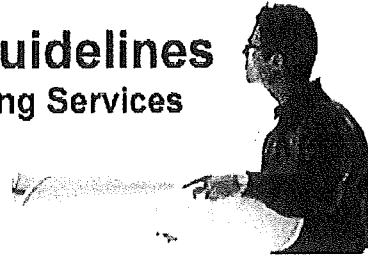
BASIC SERVICES FEE	Civil	Architect	MEP	Structural	Estimator	Total
Basic Architecture Fee		\$ 108,458.00				\$ 108,458.00
Basic MEP Fee			\$ 27,702.00			\$ 27,702.00
Basic Structural Fee				\$ 14,226.00		\$ 14,226.00
Basic Services Fee Subtotal		\$ 108,458.00	\$ 27,702.00	\$ 14,226.00		\$ 150,386.00
BFBA Mark-up on Consultants @ 10%		\$ 4,193.00				\$ 4,193.00
Total Basic Services Fee		\$ 112,651.00	\$ 27,702.00	\$ 14,226.00		\$ 154,579.00

ADDITIONAL	Civil	Architect	MEP	Structural	Estimator	Total
Architecture						
Construction/Documentation of FFE		Unknown				
As-Built Drawings						
Structural						
As-Built Drawings						
MEP						
MEP Special Systems			\$ 39,312.00			\$ 39,312.00
FL Model Energy Code Documentation			\$ 3,240.00			\$ 3,240.00
Energy Modeling			\$ 9,360.00			\$ 9,360.00
Site Lighting						
Commissioning						
As-Built Drawings						
Civil	\$ 35,000.00					\$ 35,000.00
Estimator					\$ 26,010.00	\$ 26,010.00
Subtotal	\$ 35,000.00	\$ -	\$ 51,912.00	\$ -	\$ 26,010.00	\$ 112,922.00
BFBA Mark-up on Consultant Add'l Services @ 10%		\$ 11,292.00				\$ 11,292.00
Total Additional Services	\$ 35,000.00	\$ 11,292.00	\$ 51,912.00	\$ -	\$ 26,010.00	\$ 124,214.00
TOTAL PROJECT FEE	\$ 35,000.00	\$ 123,943.00	\$ 79,614.00	\$ 14,226.00	\$ 26,010.00	\$ 278,793.00

Design Professional Fee Guidelines

For "Basic" Architectural and Engineering Services

State of Florida
Department of Management Services



Version Posted: March 2012

The competitive negotiation of A/E fees represents some of the most important proactive dollars expended on a project. These funds are an investment that affects both the quality and successful completion of a project. It is for this reason that the schedules used as a guideline for determining fees by the Department have been updated to reflect the current market conditions. The original fee guidelines were generated in 1969 when the Engineering News Record (ENR) Construction Cost Index was 1,269. The published 2011 ENR yearly average Construction Cost Index was 9,088 which represents a 716% rise in inflation and, subsequently, a significant shortfall in the fee guideline calculation. As a result the formulas used in the fee guidelines have been updated in order to be marketplace relevant and will be reviewed on a three year basis.

DEFINITIONS:

Basic Services: The fee guides shown on the following page labeled "Fee Calculator" are for "basic" architectural and standard engineering services including full service phases for design, bidding and construction. The fee is only to be used as a guide, with the actual fees justified by the architect or engineer via a detailed proposal in accordance with the format established by the Division of Real Estate Development and Management.

Additional Services: Additional services are not included within the "basic" fee guides. Additional services may include any special consultants required by the project and are typically those furnished beyond what is shown in the Form of Agreement Between Owner and Architect-Engineer used by the Division of Real Estate Development and Management. Additional services, including but not limited to those itemized on the next page labeled "Fee Calculator" shall have additional fees/expenses negotiated based on the project specific scope of services.

Formulas: ("Fee Calculator" formulas are provided for informational purposes.)

"A" Curve - $0.187547 - (0.01836 * \text{LOG}(\text{Construction Cost}/7.16))$

"B" Curve - $0.164145 - (0.015303 * \text{LOG}(\text{Construction Cost}/7.16))$

"C" Curve - $0.142432 - (0.010594 * \text{LOG}(\text{Construction Cost}/7.16))$

"D" Curve - $0.141419 - (0.01236 * \text{LOG}(\text{Construction Cost}/7.16))$

"E" Curve - $0.118011 - (0.009279 * \text{LOG}(\text{Construction Cost}/7.16))$

"F" Curve - $0.09521 - (0.006301 * \text{LOG}(\text{Construction Cost}/7.16))$

"G" Curve - $(\text{EXP}(-0.460517 * \text{LOG}(\text{Construction Cost}/7.16)) + (0.0075 * \text{LOG}((\text{Construction Cost}/7.16)/100000)))$

Proceed to Fee Guide Calculator

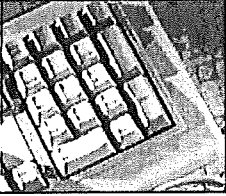
Proceed



Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 1,900,000	8.80%	8.11%	8.50%	7.44%	6.77%	6.10%	8.54%
CALCULATED FEE	\$167,134	\$154,174	\$161,446	\$141,323	\$128,598	\$115,965	\$162,349

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities /Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

TCC WAKULLA ENVIRONMENTAL INSTITUTE
31-Jul-13

PARTNER	\$ 174.00
ARCHITECT	\$ 88.00
CONSTRUCTION ADMIN	\$ 74.00
CAD OPERATOR	\$ 50.00
CLERICAL	\$ 43.00

ATTACHMENT "C"

Tallahassee Community College

Wakulla Environmental Institute
Energy Performance Guarantee
September 16, 2013

Tallahassee Community College is committed to achieving zero net site energy use for the Wakulla Environmental Institute, Building One. For purposes of this project, the definition of zero net site energy use is that the amount of energy provided by on site renewable energy sources is greater than or equal to the amount of energy used by the building and site elements for a discrete period of measurement. The period of measurement shall commence upon the date of Final Acceptance of the project, defined by Board approval of the Certificate of Final Inspection, and shall extend for one year after that date.

The scope of architectural/engineering (A/E) services for the project shall include an energy modeling program mutually acceptable to the A/E and to Tallahassee Community College. The A/E warrants that, if the project is constructed and renewable energy sources installed and operated in accordance with the approved energy model and per the project construction documents, then the project shall achieve zero net site energy use for the measured period.

The project team acknowledges that the energy performance of the completed building is not completely within the control of the A/E. In order to account for the variations that may affect energy performance, both in climatological measures such as degree days and insolation, and building occupancy measures such as hours of operation and number of occupants, an energy system contingency budget shall be established at a mutually agreed upon amount to fund additional photovoltaic panels and geothermal loops if required.

If the project fails to meet the net zero energy parameters established in the model, the A/E may first review building diagnostics to see why the energy goals have not been achieved. If the variation is due to differences in building operation or natural factors beyond the limits of the energy model, additional energy supplies shall be purchased out of the energy contingency budget. If the variation is due to design errors or omissions, cost of the additional energy supplies shall be the responsibility of the A/E.

The A/E agrees to assist Tallahassee Community College with evaluation of the monthly energy usage reports during the one year energy warranty period to track if the project is performing in accordance with the model parameters, and to jointly conduct a construction warranty walk-through nine months after Substantial Completion to determine if the building envelope and energy consuming systems are performing properly. The purpose of this article is to clarify that the A/E is responsible for preparation of the energy model and building system design; responsibility of the project construction remains with the general contractor and responsibility for building operation remains with Tallahassee Community College.