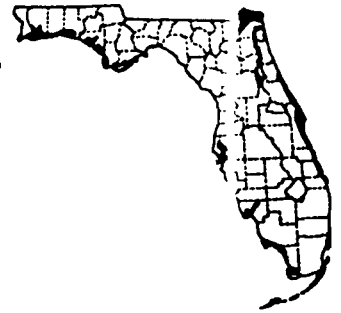




# NASSAU COUNTY

## BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



JAMES E. TESTONE  
Chairman  
Dist. No. 4 Hilliard

CHARLES A. PICKETT  
Vice-Chairman  
Dist. No. 5 Callahan

GENE R. BLACKWELDER  
Dist. No. 1 Fernandina Beach

HAZEL JONES  
Dist. No. 2 Fernandina Beach

JOHN F. CLAXTON  
Dist. No. 3 Yulee

T. J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

September 19, 1986

I.S.K. Reeves V, A.I.A.  
Architects Design Group of Florida  
P. O. Box 479  
333 North Knowles Avenue  
Winter Park, FL 32790

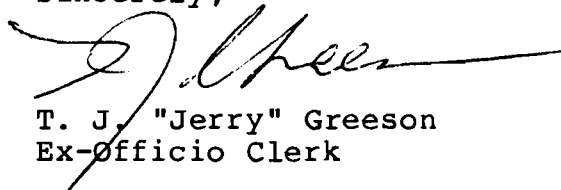
Re: Agreement between Owner and Architect - Spatial  
Needs Study - NASSAU COUNTY

Dear Sir:

I was instructed by the Board of County Commissioners to write and forward to you the above-mentioned contract which has been executed by the Board. This office has retained one copy for our files.

Thank you for your assistance in this matter and if this office can be of any further assistance to you in the future, please do not hesitate to call on me.

Sincerely,



T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:mja

Enclosures

# architects design group of florida, inc.

architects  
design  
group of  
florida, inc.

architects  
planners

I.S.K. REEVES V, A.I.A.  
president

corporate member,  
american institute of  
architects

certificate, national  
council of architectural  
registration boards

J. PAT STROLLO  
vice-president  
architect

H. A. GONZALEZ, A.I.A.  
architect  
certificate, N.C.A.R.B.

B. L. GAYLE  
construction management

GEORGE G. DEMMY  
architect

p.o. box 479  
333 north knowles ave.  
winter park, florida 32790  
647-1706 area code 305

Ms. Joanne Cason  
Chief Operations Officer  
NASSAU COUNTY  
Post Office Box 1010  
Fernandina Beach, Florida 32034

RE: Judicial System Space Needs Study

Dear Ms. Cason:

As per my letter of September 4th, I am enclosing three (3) copies of the proposed form of Agreement between Owner and Architect.

I will be contacting you on Monday to discuss any questions you may have regarding the scope of services.

We would like to obtain copies of the 1984 Spatial Needs Study which we are to review. Additionally, any plans of the existing County facilities, such as floor plans and site plans, would be of significant benefit to us when we proceed with the proposed services.

We look forward to proceeding with the project and will discuss a proposed schedule with you on Monday.

I remain, sincerely yours,



I.S.K. REEVES V, A.I.A.  
September 12, 1986

cc: David Coonrod

/nw

# THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document B727

## Standard Form of Agreement Between Owner and Architect for Special Services

1979 EDITION

THIS DOCUMENT IS FOR USE WHEN OTHER B-SERIES DOCUMENTS ARE NOT APPROPRIATE

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

---

### AGREEMENT

made as of the eleventh day of September in the year of Nineteen  
Hundred and

**BETWEEN** the Owner: Nassau County, a political subdivision of the  
State of Florida

and the Architect: Architects Design Group, Inc., 333 N. Knowles Avenue,  
Winter Park, Florida 32790, in association with  
David K. Coonrod, Architect & Associates, Inc., 19  
South 3rd Street, Fernandina Beach, Florida 32034

For the following Project:

*(Include detailed description of Project location and scope.)*

Space needs study, master planning and architectural/engineering  
services related to the space needs of Nassau County. See  
Exhibit "A" for a detailed scope of services.

The Owner and the Architect agree as set forth below.

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**ARTICLE 1**  
**ARCHITECT'S SERVICES**

*(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 10.)*

See Exhibit "A" for a detailed Scope of Services.

# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 2

### THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding requirements for the Project.
- 2.2 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.
- 2.3 The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

## ARTICLE 3

### DIRECT SALARY AND DIRECT PERSONNEL EXPENSE

- 3.1 Direct Salary Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, but does not include the cost of contributions and benefits related thereto, whether mandatory or customary, as described in Paragraph 3.2, and included in Direct Personnel Expense.
- 3.2 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 4

### REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses are in addition to the Architect's compensation 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:
- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner,
  - .2 long distance communications,
  - .3 fees paid for securing approvals of authorities having jurisdiction over the Project,
  - .4 reproductions,
  - .5 postage and handling of documents,
  - .6 renderings and models requested by the Owner,
  - .7 data processing and photographic production techniques when used in connection with Additional Services,
  - .8 expense of overtime work requiring higher than regular rates, if authorized by the Owner.

## ARTICLE 5

### PAYMENTS TO THE ARCHITECT

- 5.1 Payments on account of the Architect's services, and for Reimbursable Expenses as defined in Article 4, shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.
- 5.2 An initial payment as set forth in Paragraph 10.1 is the minimum payment under this Agreement.
- 5.3 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 8.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

## ARTICLE 6

### ARCHITECT'S ACCOUNTING RECORDS

- 6.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Multiple of Direct Salary or 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 7

### ARBITRATION

- 7.1 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.
- 7.2 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.

7.3 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 8**

#### **TERMINATION OF AGREEMENT**

8.1 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.

8.2 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.

8.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to the termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.4.

8.4 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the compensation earned to the time of termination, as follows:

For Services provided on a Multiple of Direct Salary or Direct Personnel Expense basis, 20% of the total expenses incurred to the time of termination;

For Services provided on a Fixed Fee basis, 10% of the Fixed Fee earned to the time of termination.

### **ARTICLE 9**

#### **MISCELLANEOUS PROVISIONS**

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

9.2 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 date payment is due to the Architect pursuant to Article 5.

9.3 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.

9.4 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 10**  
**BASIS OF COMPENSATION**

The Owner shall compensate the Architect for the services provided, in accordance with Article 5, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

10.1 AN INITIAL PAYMENT of **two thousand and 00/100** dollars (\$**2,000.00** ) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

To be credited to the final invoice statement.

10.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

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

10.2.1 Space Needs Analysis:

A fixed fee of fourteen thousand dollars and no cents ..... \$14,000.00

10.2.2 Reproduction Costs of Report:

The Architect is to provide the Owner with twenty-five (25) bound copies of the report. Cost of reproduction of the report is billable as reimburseable expenses as defined in Article 4 of this agreement.

10.2.3 Standard Architectural/Engineering Services:

Fees related to Standard Architectural/Engineering services, if authorized by the Owner, are to be determined at such time as services are authorized. For purposes of clarity, Attachment "C" illustrates the percentages of Construction Cost. Additions and renovations to existing facilities are defined as "Renovations and Repairs", new facilities are defined as "More Than Average".

10.3 FOR REIMBURSABLE EXPENSES, as described in Article 4, and any other items included in Article 11 as Reimbursable Expenses, a multiple of **one point four** (1.4) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

10.4 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. Interest at the rate of **eighteen percent per annum** pro-rated, commencing **thirty (30) days** after billing payable to the date of the statement. The Architect shall be permitted the reimbursement of "Reasonable Attorney Fees & Costs" associated with the collection of any unpaid balances, in all courts, including appeals.  
(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 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.)

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

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

10.5.2 IF THE SERVICES covered by this Agreement have not been completed within **thirty-six** (36) 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 11  
OTHER CONDITIONS**

11.1 The Architect shall complete the elements defined in Article I within one hundred (100) calendar days of authorization to proceed issued by the Owner, exclusive of Owner review time.

11.2 The Architect, if authorized by the Owner, as an additional service, shall participate in public presentations of the selected recommendations and shall prepare a slide presentation for purposes of assisting the County in the public referendum or approval process for the following fixed fees:

11.2.1 Presentation of recommendation to the County Commission at no additional fee


11.2.2 Presentations to the public at the fixed fee of \$200.00 per meeting. Said presentation to be attended by two (2) members of the Architectural team.

11.2.3 Slide presentation, consisting of approximately forty (40) slides, illustrating existing conditions, recommendations for resolution of space overcrowding and master planning at the fixed fee of \$300.00.

11.3 As an extension of this contract, the Owner, at his option may authorize the Architect to conduct space needs analyses of additional county departments and related master planning at mutually agreeable fee.

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

OWNER

  
JAMES E. TESTONE, Chairman  
Board of County Commissioners  
NASSAU COUNTY, FLORIDA, a political  
subdivision of the State of Fla.

ARCHITECT

  
I.S.K. REEVES V, A.I.A., President  
ARCHITECTS DESIGN GROUP, INC.

ATTEST:

  
clerk

DAVID K. COONROD, Architect



EXHIBIT "A"

SCOPE OF SERVICES

1. SPACE NEEDS STUDY:

The Architect is to conduct a space needs analysis of Nassau County Government.

1.1 The following departments are to be reviewed as a part of this study.

- 1.1.1 Clerk of the Court
- 1.1.2 Tax Collection
- 1.1.3 Sheriff's Department
- 1.1.4 Custodial Division
- 1.1.5 Circuit Court
- 1.1.6 County Court
- 1.1.7 Property Appraisers Office
- 1.1.8 Supervisor of Elections
- 1.1.9 Public Defender
- 1.1.10 State Attorney
- 1.1.11 North East Florida Community Action Agency
- 1.1.12 Department of Public Safety
- 1.1.13 Council on Aging
- 1.1.14 Big Brother and Sisters of Nassau County
- 1.1.15 Health Department
- 1.1.16 Building Department
- 1.1.17 Planning and Zoning Department
- 1.1.18 County Engineer's Office

1.2 Projections of space needs shall be defined as current needs, (1986-1987) and projected needs for the years 1991, 2000, and 2005.

1.3 The Architect shall define and describe the functional relationship of the offices noted.

1.4 The Architect shall review the existing facilities to determine the feasibility of expansion and/or modification to accommodate current and future needs.

1.5 The Architect shall obtain and illustrate development costs for alternates, recommend (new construction and/or renovation) and expansion of the existing facility.

1.6 The Architect shall prepare master planning drawings and documents illustrating recommended strategies for accommodating the space needs of the County.

2. REVIEW OF SPACE REQUIREMENT STUDY:

The Architect is to conduct a review of the 1984 Spatial Needs Study. Specific responsibilities include:

- 2.1 Analyze space utilization of the existing facilities and update report.
- 2.2 Verify current space needs.
- 2.3 Verify future space needs.
- 2.4 Establish functional relationships of various departments.

3. DEVELOPMENT COST:

Based upon the space needs, as established by this study, establish estimated construction values for the facilities including:

- 3.1 Construction Costs based upon current space needs.
- 3.2 Construction costs for expansion of the subject areas.
- 3.3 Potential costs of construction "shell" spaces.
- 3.4 Provide financial feasibility with a recommended funding plan.

4. STANDARD ARCHITECTURAL/ENGINEERING SERVICES:

The Owner, as a logical extension of this agreement, retains the option of authorizing the Architect to proceed with standard Architectural and Engineering services for additions, renovations or a new facility to accommodate the space needs of Nassau County. The basis of this extension shall be the Standard Form of Agreement Between Owner and Architect.

EXHIBIT "A"  
SCOPE OF SERVICES  
Page Three

5. GENERAL:

5.1 Pursuant to Section 287.056(6) (a), Florida Statute, the Architect warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Architect to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

EXHIBIT "B"

HOURLY RATES

Per hour rates of the Architects and Engineers are established as follows:

Principals .....	\$ 78.00/hr.
Associates .....	68.00/hr.
Designers .....	62.00/hr.
Project Architects/Engineers .....	65.00/hr.
Construction Administrators .....	58.00/hr.
Computer Draftsperson I .....	52.00/hr.
Computer Draftsperson II .....	48.00/hr.
Computer Supervision .....	65.00/hr.
Threshold Inspector (Certified) .....	65.00/hr.
Senior Draftsperson .....	42.00/hr.
Draftsperson I .....	37.00/hr.
Draftsperson II .....	32.00/hr.
Draftsperson III .....	22.00/hr.
Staff (Secretary, etc) .....	19.00/hr.
Interior Design Principal .....	65.00/hr.
Interior Design Draftsperson I .....	36.00/hr.
Interior Design Draftsperson II .....	28.00/hr.

EXHIBIT "C"

fee schedule for architectural services

