

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

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

AGREEMENT

made as of the 20th day of August in the year of Nineteen
Hundred and Eighty-six.

BETWEEN the Owner: Board of County Commissioners
Nassau County
P.O. Box 1010
Fernandina Beach, Florida 32034

and the Architect: David W. Beer, Architect, P.A.
Amelia Village, Box 20
Amelia Island, Florida 32034

For the following Project:

(Include detailed description of Project location and scope.)

Design of West Nassau Multi Use Facility, Callahan, Florida.

The Owner and the Architect agree as set forth below.

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ARTICLE 14
BASIS OF COMPENSATION

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

14.1 AN INITIAL PAYMENT of _____ dollars (\$ 0 . 00) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

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

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

Compensation shall be a single stipulated sum of \$10,300.00. Services shall include all architectural, structural, mechanical & electrical working drawings, specifications and job supervision required to complete the project.

Should the scope of the project be expanded to include extensive sitework, i.e., paved parking lots including lighting & drainage plans, office or kitchen planning, etc., the above fee shall be adjusted based on the fee schedule described in Subparagraph 14.4.1. and 14.4.2.

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

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (20%)
Design Development Phase:	percent (20%)
Construction Documents Phase:	percent (45%)
Bidding or Negotiation Phase:	percent (5%)
Construction Phase:	percent (10%)

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

14.4 COMPENSATION FOR ADDITIONAL SERVICES

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

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

Charges shall be based on personnel expense for principals and employees and will be computed by multiplying man hours expended by the pertinent rate shown on the following schedule:

Principal:	\$45.00/hr.
Project Designer:	30.00/hr.
Draftsman:	25.00/hr.
Clerical:	15.00/hr.

The Owner will be notified and approve any additional service before it is rendered.

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

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

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

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

(Here insert any rate of interest agreed upon.)

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

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

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

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within (**see Article 15**) () months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

Service covered by this Agreement shall extend to 6 months past the initial construction start date. Should services be required beyond this point, compensation shall be due the Architect on the basis of direct personnel expense as determined in Article 14.4.1.

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

OWNER

ARCHITECT

Board of County Commissioners,

David W. Beer, A.I.A.

Nassau County

BY



BY

