

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 Seventh day of December in the year of Nineteen
Hundred and Eighty-three

BETWEEN the Owner: County Commissioners
Nassau County
Fernandina Beach, Florida

and the Architect: Hansen Lind Meyer Inc.
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803

For the following Project:
(Include detailed description of Project location and scope.)

Furnish architectural and engineering services for the remodeling and additions to the existing County Jail, and for an all new County Jail for Nassau County.

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

BASIS OF COMPENSATION

ARTICLE 14

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 N/A dollars (\$ N/A)

shall be made upon execution of this Agreement and credited to the Owner's account as follows:

N/A

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 for Basic Services for the double bunking and kitchen expansion for the existing County Jail shall be a fixed fee of Fifteen Thousand Dollars (\$15,000.00). This fee is based on an estimated construction cost between \$150,000.00 and \$200,000.00. (REPLACE "ATTACHMENT" with *Chad*)

Compensation for Basic Services for an all new county jail will be based on increments of construction cost at the following rates:

Construction Cost	7.25%
First \$5,000,000.00	6.45%
Next \$4,000,000.00	6.30%
\$4,000,001.00 and thereafter	

Upon further project description, scope definition and potentials of site adaptations a fee credit will be negotiated to be deducted from New Jail Basic Services compensation.

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:	Twenty	percent (20%)
Design Development Phase:	Twenty-five	percent (25%)
Construction Documents Phase:	Thirty	percent (30%)
Bidding or Negotiation Phase:	Five	percent (5%)
Construction Phase:	Twenty	percent (20%)

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

14.4 COMPENSATION FOR ADDITIONAL SERVICES

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

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

Additional services authorized by the Nassau County Board of Commissioners and described in paragraph 1.7 will be computed on a hourly basis at a multiple of two and seven tenths (2.7) times the Direct Personnel Expenses as defined in Article 4.

The pre-referendum assistance, as defined in Article 15.3, will be computed on a hourly rate basis at a multiple of two and seven tenths (2.7) times Direct Personnel Expense as defined in Article 4, with a not-to-exceed limit of Five Thousand Dollars (\$5,000.00). All reimbursables as defined in Article 5 shall be billed at direct cost.

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 and one tenth (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 and no tenths (1.0) 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. (See Article 15.2)

(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 **thirty-six** (36) months of **2/15/88** 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

- 15.1 For Basic Services, travel expenses and phone calls incurred between the Owner's and Architect's offices; between the Florida Department of Corrections and the Architect's office; and one trip between Washington, D.C. to explore additional Federal funding and the Architect's office are not reimbursable to the Architect. (Applicable to 1984 construction only.)
- 15.2 Payment due the Architect unpaid thirty (30) days from date of billing shall bear interest from that date forward. The rate will be one (1) plus the prime rate as posted at Florida National Bank, N.A., Orlando, Florida on the first day of any month for which interest is charged. Interest will be compounded monthly.
- 15.3 Pre-referendum assistance services will be provided by the Architect to include the following services:
- a. Attend four (4) public information meetings describing the scope of the proposed new jail.
 - b. Prepare a two or three page graphic mailer for public information on the new jail.
 - c. Prepare a slide presentation which illustrates the history of the existing jail, the analysis of the "Jail Expansion Study" and other Florida and national examples of new jail construction.

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

OWNER

Board of Commissioners

Nassau County

Fernandina Beach, Florida

BY

Charles A. Pickett

ARCHITECT

Hansen Lind Meyer Inc.

800 N. Magnolia Ave., Suite 1100

Orlando, Florida 32803

BY

Paul J. Tavel
Vice-President

ATTACHMENT A

COST ESTIMATE FOR DOUBLE BUNKING
NASSAU COUNTY DETENTION FACILITY

ITEMS REQUESTED TO BE FUNDED BY DOD

\$ 4,500.00	Cell Lighting (upgrading)
\$ 12,100.00	Painting of cells, day room, out-of-cell areas, and showers (upgrading)
\$ 13,900.00	(2) Additional showers and other plumbing improvements (new & upgrading)
\$ 8,500.00	Installation of tile on shower walls and floors (upgrading)
\$ 80,000.00	Expansion of Sewer System
\$ 2,000.00	Upgrading of barbed wire fencing
\$ 35,000.00	Roof repair
\$ 4,875.00	Expansion of electrical wiring
\$ 8,000.00	Security equipment (new camera & speakers)
TOTAL	
\$168,875.00	

ITEMS TO BE FUNDED BY COUNTY

\$ 1,500.00	Service Pump (upgrade)
\$ 13,000.00	Bunks (new)
\$ 1,700.00	Mattresses (new)
\$ 350.00	Pillows (new)
\$ 13,100.00	Kitchen Freezer/Cooler (new)
\$ 2,000.00	Site Preparation for freezer (new)
\$ 10,600.00	Kitchen Equipment (new)
\$ 6,800.00	(1) washer & (2) dryers (new)
\$ 2,800.00	Upgrading cell windows (upgrading)
\$ 1,500.00	Air duct repair
\$ 1,000.00	Ceiling tiles (replace)
\$ 3,000.00	Reseal kitchen floor (repair)
\$ 2,500.00	Kitchen vent enlargement (upgrade)
\$ 40,150.00	Kitchen expansion & equipment (stoves etc)
TOTAL	
\$100,000.00	

This cost estimate was provided by the Maintenance Supervisor for Nassau County. These prices are based on the County purchasing the necessary parts and bidding out the labor in each area. This would be the most cost efficient way to handle this renovation project. Once the actual work is started, the project can be completed in six to eight months.

Total project construction cost \$493,875.00. \$325,000.00 was funding from U.S. Marshal's Office. This work has been completed with the remaining cost being \$268,875.00.