



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 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 26th day of February in the year of
Nineteen Hundred and Ninety-Six

BETWEEN the Owner: Nassau Board of County Commissioners
(Name and address) Fernandina Beach, Florida 32034

and the Architect: Clemons, Rutherford & Associates, Inc.
(Name and address) 2027 Thomasville Road
Tallahassee, Florida 32312

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

This project consists of a new jail facility for Nassau County, plus a Sheriff's office.

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review 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.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 1.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 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.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction 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, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. 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 instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when 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. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for 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 responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 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, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, 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.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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 performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon 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 construction of the Owner or of 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 designed by the Contractor, all of which remain the responsibility of the Contractor to the extent 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 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive 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 upon compliance with the requirements of the Contract Documents.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents which such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating submissions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analysis of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

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

2.6.16 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 results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to access to the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to access to the Contract Documents, shall be final and subject to the provisions of Subparagraph 2.6.17.

other provisions of this Agreement and the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 1.2, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contract Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contract Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The Architect's responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of basic services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized 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.

4.5 The Owner shall furnish surveys describing 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 pertaining 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.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, permeation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for participating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

**ARTICLE 5
CONSTRUCTION COST**

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost 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, plus a reasonable allowance for the Contractor's 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 working construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best 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 Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If 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 to adjust the Construction Cost to the fixed limit, fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- 1 give written approval of an increase in such fixed limit;
- 2 authorize rebidding or renegotiating of the Project within a reasonable time;

3 if the Project is abandoned, terminated in accordance with Paragraph 8.3; or

4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. If established as a condition of this Agreement, the modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be resolved by arbitration. A demand for arbitration 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.

7.2 Demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for arbitration 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 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.

1. Twenty percent of the total compensation for basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases; or

2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

MISCELLANEOUS PROVISIONS

ARTICLE 9

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

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 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 statute of limitations shall commence to run not later than 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.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 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 Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and 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.

9.7 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.

9.8 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 exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. 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

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases; or

8.8 Termination Expenses are in addition to compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

8.9 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

TERMINATION, SUSPENSION OR ABANDONMENT

ARTICLE 8

7.4 The award rendered by the arbitrator or arbitrators shall be final and binding upon it in accordance with applicable law in any court having jurisdiction thereof.

7.5 This Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. This Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. This Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. This Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 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, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages 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 found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of -0- Dollars (\$ -0-) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

- Phase I - RFP Items A, B, C, D, and F - \$22,100.00
- (DCP) Phase II - RFP Items E, G, H, I, J and K
- (CM) Phase III - Provide total service through construction and occupancy.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	Ten	percent (10%)
Design Development Phase:	Twenty-five	percent (25%)
Construction Documents Phase:	Forty	percent (40%)
Bidding or Negotiation Phase:	Five	percent (5%)
Construction Phase:	Twenty	percent (20%)
Total Basic Compensation:		one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

See attached schedule of hourly rates.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(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.)

See attached schedule of hourly rates.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 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 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one and one tenth (1.1)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **eighteen (18)** 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 Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **fifteen (15)** days from the date of the Architect's invoice. Amounts unpaid () 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.

(Insert 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 deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

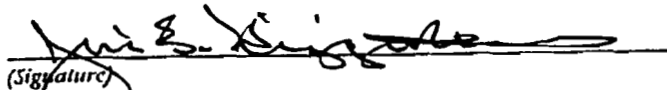
ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services Included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

- Attachment #1: Fee negotiations
- Attachment #2: Architect's schedule of Hourly Rates
- Attachment #3: Engineer's schedule of Hourly Rates
- Attachment #4: Site Visits
- Attachment #5: Reimbursable Expenses
- Attachment #6: Article Amendments and Attachments
- Attachment #7: Additional Conditions

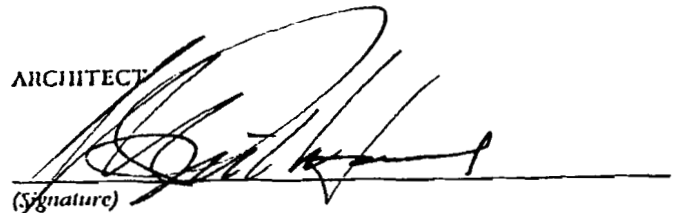
This Agreement entered into as of the day and year first written above.

OWNER


(Signature)

Jim B. Higginbotham, Chairman
(Printed name and title)

ARCHITECT


(Signature)

William D. Rutherford, President
(Printed name and title)

ATTACHMENT #1

Items A, B and D above will require 3 days and 2 nights in Fernandina Beach. The time is accounted for in the task as they are performed, however, the 2 nights lodging and 3 days of per diem plus travel would be billed at the following rate:

Three (3) days per diem @ \$20.00	\$ 60.00
Two (2) nights @ \$50.00	100.00
Travel @ 400 miles @ .25	100.00
 *Two trips @ 8 hours each @ \$100	 1,600.00

I would anticipate a minimum of two meetings with the committee to review the information to make corrections prior to making a recommendation to the Commission for approval. This would involve two (2) additional trips at 8 hours each trip for a total of \$1,600.00.

SUBTOTAL \$1,860.00

Total for Item A	\$1,233.00
Total for Item B	2,450.00
Total for Item C	9,850.00
Total for Item D	1,200.00
Total for Item F	3,200.00

SUBTOTAL \$19,793.00

Provide 10 bound copies of the report to the Commission at \$10.00/per copy	\$100.00.
--	-----------

SUBTOTAL \$19,893.00

Provide a budget amount of \$3,600.00 for Geotechnical Survey (soils/reports) on jail sites selected by the County Commission. A quote for services will be provided to the County from an approved Soils Consultant prior to the expenditure of funds.

*Negotiations with the Committee concluded with an amount of \$18,500.00, plus Geotechnical being accepted. The fee for Phase I will be \$22,100.00 with \$3,600.00 being budgeted for Geotechnical.

SUBTOTAL	\$18,500.00
Geotechnical Report	<u>3,600.00</u>
GRAND TOTAL	\$22, 100.00

CRA

CLEMONS, RUTHERFORD & ASSOCIATES, INC.
Architects * Planners * Interior Designers * Construction Managers

1996 FEE SCHEDULE/HOURLY RATES ARCHITECTURAL & INTERIOR DESIGN SERVICES REIMBURSABLES

The basic hourly rates for all architectural and interior design disciplines are enumerated below. (To be used also for reimbursement for additional services).

Principal-In-Charge	.....	\$100.00
Project Manager	.....	75.00
Project Interior Designer	.....	65.00
Project Designer	.....	55.00
Programmer	.....	55.00
Construction Administrator	.....	65.00
Construction Specification Writer	.....	50.00
Drafting: Senior	.....	35.00
Junior	.....	25.00
In-Training	.....	20.00
Clerical/Support Services	.....	25.00

HinesHartman

& A S S O C I A T E S

Consulting Engineers

114 East 5th Avenue
Tallahassee, FL 32303
(904) 224-7922
FAX (904) 224-5876

MEMORANDUM

DATE: February 15, 1996

TO: William D. Rutherford, A.I.A.

FROM: Michael S. Hartman, P.E.

RE: Nassau County Jail

HHA#: 96-04

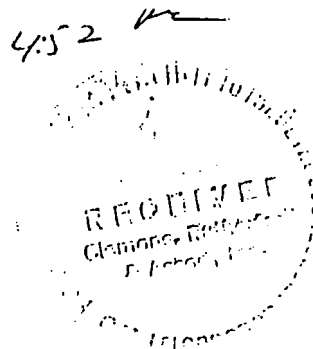
COMMENTS:

Hourly rates for HinesHartman are as follows:

Principal -	\$ 90.00
Senior Engineer -	\$ 70.00
Engineer -	\$ 55.00
Designer -	\$ 48.00
CADD Technician -	\$ 42.00
Clerical -	\$ 35.00

MAIL COPY TO FOLLOW YES NO

NUMBER OF PAGES (including this sheet): 1



Attachment #4

Basic services include the following visits by the Architect or his representative:

- * *Schematic Design - 2 visits, (16 hours)*
- * *Design Development - 2 visits, (16 hours)*
- * *Construction Documents - 1 visits, (8 hours)*
- * *Bidding/Negotiation - 1 visits, (8 hours)*
- * *Construction Administration - 30 visits, (240 hours)*
- * *Substantial Completion Inspection - 1 visits, (8 hours)*
- * *Final Completion Inspection - 1 visits, (8 hours)*

Additional visits requested by the Owner are available and will be considered additional services.

"Visits" as noted above are defined as follows: "any consultation and discussion with, or presentation to the Owner or Owner's representative at the Owner's construction site, office or Commission/Board meetings and/or any other location designated by the Owner and any observation, inspection, etc. of the site.

REIMBURSABLE EXPENSES

1. Mechanical Study - Fleet (Energy Code)
2. Civil Engineering Consultant
3. Traffic Study - Traffic Consultant
4. Environmental Design
5. Environmental Permitting
6. Interior Design
7. Lighting Consultant
8. Cost Estimating Consultant
9. Landscape Consultant & Landscaping
10. Survey
11. Soils Investigations
12. Threshold Inspections
13. Clerk of the Works (Base Salary Plus Overhead)
14. Reproductions
15. Telephone
16. Travel
17. Rendering
18. Model
19. Advertising (Bidding)
20. Meals

ARTICLE AMENDMENTS AND ATTACHMENTS

ARTICLE 6

- 6.3 *The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on the projects, for additions to the Project or for completion of the Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, their officers and directors, agents and employees of any of them from and against claims, demands, liabilities, damages, losses and expenses, including but not limited to attorneys's fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.*
- 6.4 *Under no circumstances shall the transfer of the Drawings, Specifications, electronic data or other instruments of service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of MERCHANTABILITY, fitness for a particular purpose, arising from a course of dealing or usage of trade.*

ARTICLE 7

- 7.1 ~~*Mediation. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association prior to institution of legal proceedings by either party.*~~

ARTICLE 10

- 10.2.1.6.1 *Project will be designed and completed utilizing Auto CAD? YES ___ NO.
To what extent will be CAD be utilized?*

ADDITIONAL CONDITIONS

1. The Architect shall not commence work without prior written Notice to Proceed from the County, and thereafter shall commence work on various phases only upon receipt of written Notice to Proceed as provided herein. Work may proceed on various phases on a concurrent or consecutive basis, or both, dependent upon the County's giving of written Notice to Proceed.

2. The giving of written Notice to Proceed shall be a condition precedent to any liability attaching to the County, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, the Architect hereby releases the County from any claim for damages, whether in contract, tort or otherwise, in the event that no written Notice to Proceed is ever given pursuant to this Agreement.

3. All services performed by the Architect shall be executed in cooperation and coordination with the County through its County Coordinator, and in the performance of such services the Architect shall:

4. Maintain close liaison and cooperation with the County Coordinator, or his designee, during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.

5. Attend all meetings and conferences as arranged and required by the County, as directed by the County Coordinator, during the progress of the work hereunder to establish project criteria, to review County and State standards, and to discuss any other matters relating to the work.

6. Provide the County, within twenty-four (24) hours, with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the project.

7. Provide the County with schedules, including starting dates and contemplated completion dates, for the work hereunder and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County may require must be approved by the County.

8. Make periodic visits to the project site while actual construction is in progress as needed, but not less than once every other week, appropriate to the various stages of construction. The Architect, in coordination with the County's Civil Engineer or his designee in order to observe and determine if the work is proceeding in substantial accordance with the Contract Documents. On the basis of such on-site visits, the Architect shall endeavor to protect the County against defects and deficiencies in the work.

and shall, within one (1) week following each visit, submit a written report to the County detailing the Architect's observations. Any failure to conform to the Contract Documents or which in any way appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices shall be reported during the visits and shall be followed up with a written report within one (1) working day.

9. During the visits to the site, the Architect with the County's Civil Engineer, or his designee, shall check and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required in construction contracts related to the Project.

10. Based upon the Architect's on-site observations as an experienced and qualified professional and on its review of the contractor's applications for payment and supporting data, recommend to the County's Civil Engineer for approval or disapproval of the contractor's applications for payment.

11. Make site visits with the County's Civil Engineer or his designee to determine if the Project is substantially complete, and a final site visit to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations thereunder so that the Architect may recommend approval, in writing, of final payment to the contractor.

12. Receive, review, and approve record drawings prepared by the Contractor for compliance with the requirements of the Contract Documents.

13. Take all steps necessary for the finalization of record drawings within the one (1) month period following the date of final acceptance of the Project by the County. Such period includes the time required by the contractor to prepare, check, and submit its record construction data and deliver same to the Architect to review, approve, and forward record drawings to the County's Civil Engineer. Should said record drawings not be approved by the County, the Architect shall take whatever steps are necessary to correct the record drawings and re-submit them to the County until such are approved.

14. Participate in and conduct a warranty site visits eleven (11) months after the Project has been completed.

15. Work shall commence immediately pursuant to a Notice to Proceed.

16. Time schedules are crucial to the County.

17. This Agreement shall continue and remain in full force and effect, as to all of its terms, conditions, and provisions as set forth herein, until and unless the County shall give written notice to the Architect of its desire to terminate this contract with or without cause on a specified time and date thereafter. Such written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four (24) hour notice in the event that funds become unavailable to the County for any reason whatsoever. In the event of any such termination, the Architect shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Architect shall be paid only for such services as are specifically authorized in writing by the County.

18. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time in the event that the project proposed hereunder is delayed, postponed, or otherwise adversely affected, permanently or temporarily, by action of Nassau County or any other action taken by anyone that would adversely affect, permanently or temporarily, the project. In the event of any such suspension, the Architect shall be paid for all services actually, timely, and faithfully rendered up to the date of suspension and for all services so rendered after cessation of the suspension and resumption of the services.

19. If the County fails to issue written Notice to Proceed to Architect within six (6) calendar months from the date first above written or if the County suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, the Architect shall the right at its option to terminate this Agreement by giving written notice thereof to the County. The giving of such written notice to terminate by the Architect shall eliminate all further rights and obligations of the parties hereunder other than the Architect's obligations set forth herein.

OWNERSHIP OF DOCUMENTS

The Architect shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, the original tracings of all drawings, maps and plats, the originals of specifications, the approved as-built drawings if the Architect has performed contract administration, true copies of all computations, survey notes and diaries, and copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). All such documents shall become the property of the County. The consultant shall not be liable for any use of such documents for other than the specific purpose intended without the Architect's written verification or adaptation thereof.

20. In consideration of Ten and no/100 Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged by the Architect, the Architect and any of its subcontractors shall indemnify and save harmless and defend the County, ~~the County~~, from all suits or actions of every name and description brought against the County based upon: (1) personal injury, bodily injury (including death) or property damages (including destruction) received; or (2) claims, damages and expenses of any kind to the extent arising from or in connection with any negligent act, omission, or breach of contract of/by the Architect or its subcontractors, its agents, employees, or assigns in providing the professional services called for herein.

NON-DISCRIMINATION PROVISIONS

i. The Architect warrants that it maintains a policy of non-discrimination in its hiring or contractual policies.

ii. The Architect agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of Sub-Section 6.1 is hereby incorporated into and become a part of the subcontract.

RETENTION OF RECORDS

The Architect and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection and/or audit by the County.

COMPLIANCE WITH STATE AND OTHER LAWS

The Architect shall comply with any and all applicable Federal, State, and local laws, rules, and regulations including, but are not limited to, Chapter 119, Florida Statutes, (The Public Records Act). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

SETTLEMENT OF CLAIMS

In any case where the Architect deems that extra compensation is due it for services or materials not clearly covered in this Agreement, the Architect shall notify the County in writing by the County as an additional service, the Architect shall notify the County in writing before it begins the work on which it bases the claim. The Architect shall not commence such work without prior written authorization from the County. If such authorization is not previously given, or the claim is not separately and strictly accounted for, the Architect hereby agrees to waive the claim for

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such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

In the event of a dispute in the interpretation of the provisions of this Agreement, as a first attempt to settle such dispute, negotiations shall be held between the County's County Coordinator and the Architect. In the event that a negotiated settlement is not consummated, Article 7 of this Agreement, Mediation, shall be implemented. In the event of a dispute in the interpretation of the provisions of this Agreement, the Architect shall not be responsible for any time delays in the Project caused by circumstances beyond the Architect's control.

PROHIBITION AGAINST CONTINGENT FEES

The Architect warrants that it has not employed nor will it employ or retained any company or person, to solicit this Agreement, and that it 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 any other consideration, contingent upon or resulting from the award of making of this Agreement. For the breach or violation of these provisions, the County shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

TRUTH IN NEGOTIATION CERTIFICATE

The Architect understands and agrees that execution of this Agreement by the Architect shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Architect hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the Architect agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

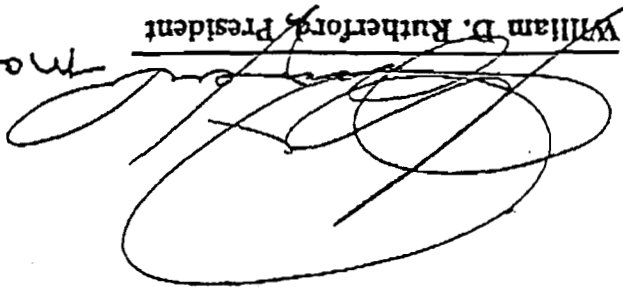
ARCHITECT'S CERTIFICATION

The Architect hereby certifies that the firm has never been convicted of a public entity crime.

ARTICLE 7

7.1

Mediation: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the architect.

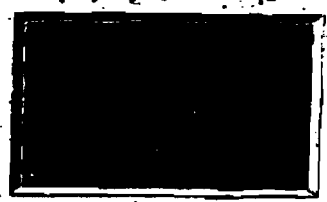

William D. Rutherford, President
March 18, 1956

DATE 7/25/00
APPROVED

ITEM 1
We propose to make the interior corrections as requested by the Nassau County Sheriff's office. The corrections are all interior with no exterior changes. The corrections are a result of staff, program and administration changes to the jail operations.
We anticipate the corrections taking 30 days. This includes architectural, mechanical, structural and electrical changes. Our estimate is \$16,800.00. We propose to make the \$16,800.00 a guaranteed maximum cost. Should it take less time than we have budgeted, the savings will be credited to Nassau County.

**ADDENDUM I
TO
CONTRACT DATED FEBRUARY 1996
FOR
NEW JAIL FOR NASSAU COUNTY**

Clemons, Rutherford
& Associates, Inc.



July 25, 2000

DATE 7/25/00
APPROVED
Michael S. Rutherford

Approved as to form by the
Nassau County Attorney:
[Signature]

Chairman
Nick D. Deonas
[Signature]
Board of County Commissioners
Nassau County, Florida

J. M. "Chip" Oxley, Jr.
[Signature]
ATTEST:

ITEM 1
We propose to make the interior corrections as requested by the Nassau County Sheriff's office. The corrections are all interior with no exterior changes. The corrections are a result of staff, program and administration changes to the jail operations.
We anticipate the corrections taking 30 days. This includes architectural, mechanical, structural and electrical changes. Our estimate is \$16,800.00. We propose to make the \$16,800.00 a guaranteed maximum cost. Should it take less time than we have budgeted, the savings will be credited to Nassau County.

**APPENDIX I
TO
CONTRACT DATED FEBRUARY 1996
FOR
NEW JAIL FOR NASSAU COUNTY**

65235523-662010
Call

Clemons, Rutherford
& Associates, Inc.



July 25, 2000

with Golder Associates focused on the off-site clay liner material, the benefit of airspace gained and costs associated with use of alternate liner system. After some discussion, it was moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried to authorize the Clerk, County Coordinator and a representative of Golder Associates set a date as soon as possible to negotiate Phase IV of the contract for construction at the West Nassau Sanitary Landfill with R.B. Baker, subject to review by the County Attorney, and bring back for discussion on August 9, 2000.

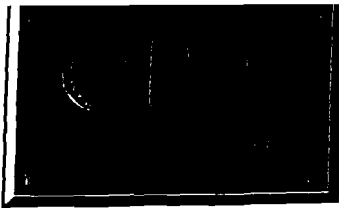
5:56:40 Mr. Gossett reviewed an addendum to the Clemons Rutherford Associates contract reflecting minor interior changes to jail facility. After some discussion, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to approve Addendum I to Clemons Rutherford Associates contract for the jail facility dated February 1996. The motion and second were amended to add the addendum include the changes meet current building codes; include a list of federal regulations which mandated the changes; and upon the request of the Director of Public Works, the Board authorized sending a letter to the Sheriff requesting he direct any requests for changes to the

Director of Public Works in order to maintain time and work schedules. The vote carried unanimously.

6:10:50 The County Coordinator reviewed Addendum II to the Clemons, Rutherford Associates contract to add design services for the Emergency Operations Center. The Board discussed the departments to be housed in the facility and their concern for the size of the building. After some discussion, the Board requested Staff provide a sketch of the proposed layout and bring this item back on August 9 for further discussion.

6:34:38 Upon the request of the County Attorney, it was moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried to expand the meeting to discuss changing the location of next month's Planning and Zoning Board meeting and authorize funds for mail outs. It was moved by Commissioner Howard, seconded by Commissioner Marshall and unanimously carried to change the location of the Planning and Zoning Board workshop on August 29 and regular meeting on September 5, 2000 to the Callahan Multi-purpose Building to accommodate a large number of residents interested in an application before the Planning and Zoning Board submitted by Champion International relative to a proposed sand mining operation.

August 31, 2000



Clemons, Rutherford & Associates, Inc.

10/11/00
C.R.

EOC

65257525-562010

**ADDENDUM 2
TO
CONTRACT DATED FEBRUARY 1996
FOR
NEW JAIL FOR NASSAU COUNTY**

ITEM II

The second item of our discussion was the addition of an Emergency Operations Center to our existing contract dated February 1996. As we discussed I have attached Page 1 and Page 10 to identify the E. O. C. as an additional project to our contract. All items of the contract are the same with the exception of Page 1 and Page 10 which identifies Attachment #8 for the new Emergency Operations Center.

The Emergency Operations Center will comply with building requirements for a Category 5 Building. It is to be a 15,000 gross square feet free standing facility housing:

- 1) 911
- 2) Sheriff Dispatch
- 3) Fire
- 4) Rescue
- 5) Emergency Disaster Preparedness
- 6) County Commission Communication Room

The County has ask that we work with Southern Bell for communication coordination of the counties communication system.

We propose to furnish a conceptual design and schematic for the 15,000 gross square feet based upon a fee of \$30,000.00 which will be part of the overall fee of the project once the conceptual plan has been accepted and our contract negotiations are complete.

C:\My Documents\Addendum 1 Nassau.wpd

APPROVED

DATE 10/11/00 CR

28 OCT 11 97 100 0000

FLORIDA

Architects • Planners • Interior Designers • Construction Managers

APPROVED
DATE 12/11/00

City Development & Planning

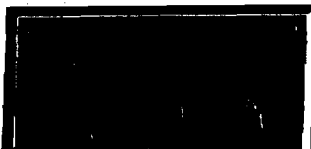
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We propose to furnish a conceptual design and schematic for the 15,000 gross square feet based upon a fee of \$30,000.00 which will be part of the overall fee of the project once the conceptual plan has been accepted and our contract negotiations are complete.

- 1) 911
- 2) Sheriff Dispatch
- 3) Fire
- 4) Rescue
- 5) Emergency Disaster Preparedness
- 6) County Commission Communication Room

ITEM II
The second item of our discussion was the addition of an Emergency Operations Center to our existing contract dated February 1996. As we discussed I have attached Page 1 and Page 10 to identify the E. O. C. as an additional project to our contract. All items of the contract are the same with the exception of Page 1 and Page 10 which identifies Attachment #8 for the new Emergency Operations Center.
The Emergency Operations Center will comply with building requirements for a Category 5 Building. It is to be a 15,000 gross square feet free standing facility housing:

**APPENDUM 2
TO
CONTRACT DATED FEBRUARY 1996
FOR
NEW JAIL FOR NASSAU COUNTY**

Clemens, Ruthford
& Associates, Inc.



August 31, 2000

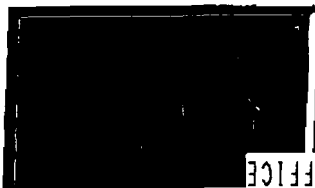
Upon the recommendation of the County Coordinator, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve addendum II for the Emergency Operations Center for Clemons, Rutherford & Associates to furnish a conceptual design and schematic for the 15,000 gross square feet based upon a fee of \$30,000 which will be part of the overall fee of the project.

APPROVED
DATE 10/11/00

We propose to review with the sheriff the currently designed Sheriff's Office and to make the required interior changes which involve interior partitions, lights, heating and cooling and electrical. In addition, the previously designed Communications Center will be enlarged to 7,500 sq. ft. as a storage area for evidence and confiscated materials. We propose to make these changes for a fee not to exceed \$4,500.00.

**NEW PROPOSED SHERIFF'S OFFICE & ADMINISTRATIVE SPACE
FOR
CONTRACT DATED FEBRUARY 1996
TO
ADDENDUM 3**

**Clemens, Ruthford
& Associates, Inc.**



August 31, 2000

Sheriff Geiger and Blakely Bruce reviewed the modified site plan for the Sheriff's administration facility, adding space to accommodate evidence storage. In response to a question from Mr. Oxley, Mr. Bruce will provide within one week a schedule to show the square footage per person per office to equal total square footage allocated. In addition, he requested Mr. Bruce consider standards for employee safety and protection for proper storage of evidence, such as blood products. It was moved by Board Member Cooper, seconded by Board Member Vanzant and unanimously carried to approve Addendum 3 to the Clemons, Rutherford & Associates, Inc. contract dated February 1996, changes for a fee not to exceed \$4500, and deliver the construction drawings to Peter R. Brown Construction for review.

Finance

March 29, 2001



Clemons, Rutherford & Associates, Inc.

**ADDENDUM #4
TO
CONTRACT DATED FEBRUARY 1996
FOR
NEW JAIL FOR NASSAU COUNTY**

This letter is to request additional fees for the redesign of the Nassau County Jail plan. As you will recall, these additional services were discussed at the Commission meeting on October 11, 2000.

Now that this work has been completed, we know exactly how many hours were spent on the effort. We propose to charge for the actual hours, at the rate established in our original contract in 1996.

FEE CALCULATION

Principal-in-charge - 41.75 hours @ \$100	\$4,175.00
Project Manager - 91 hours @ \$75	6,825.00
Specification Writer - 17 hours @ \$50	850.00
Drafting Technician - 277.5 hours @ \$35	9,712.50
Clerical Support - 6 hours @ \$25	150.00
Mechanical & Electrical Engineering (see attached breakdown)	19,006.29
Reproduction and Postage	<u>1,286.19</u>
SUBTOTAL	\$42,004.98
Less amount approved in Addendum #1	<u>16,800.00</u>
ADDENDUM #4 TOTAL	\$25,204.98

APPROVED

DATE 4-9-01 *JHB*

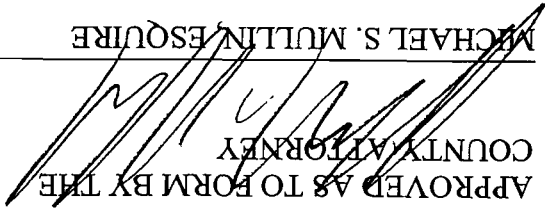
G:\Production\CRA Jobs\96020-Nassau County Jail 9-10-98\General\Letters\Addendum 4.wpd

Architects • Planners • Interior Designers • Construction Managers

2027 Thomasville Road • Tallahassee, Florida 32312 • P.O. Box 13739 • Tallahassee, Florida 32317-3739 • (850) 385-6153 • Fax (850) 386-8420

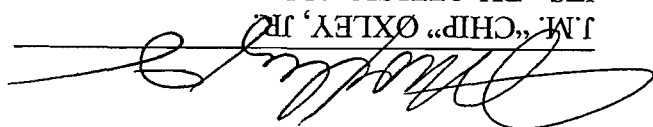
*Rec'd
3/30/01
SAF*

MICHAEL S. MULLIN, ESQUIRE



APPROVED AS TO FORM BY THE
COUNTY ATTORNEY

ITS: EX-OFFICIO CLERK



J.M. "CHIP" OXLEY, JR.

ATTEST:

MARIANNE MARSHALL, CHAIRMAN



BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

OWNER:

DRAFT

The Board considered a list of several requests from Mr. Frank Morgan II related to American Beach and discussed the request for an ADA accessible dumpster. It was agreed by the Board and by Mr. Morgan that a six to eight-yard, ADA compliant dumpster would be adequate with the frequency of service to be determined. The remainder of the items was discussed with Mr. Morgan, and he was requested to contact the Nassau County Sheriff for issues pertaining to deputies and patrol dogs.

Upon the request and recommendation of the Clerk and the Buildings Maintenance Director, it was moved by Commissioner Samus, seconded by Commissioner Howard, and unanimously carried to approve the purchase of a blower on wheels for the parking lot at the Temporary Courthouse Facility from Nassau Equipment in the amount of \$631.96, with funds to be expended from the Reserve for Contingencies Account.

The Nassau County Public Library System Director appeared before the Board and presented an introduction to a new eBooks program that is available on the Library web site for the accessibility of books.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Deonas, seconded by Commissioner Vanzant, and unanimously carried

DRAFT

to approve Addendum No. 4 to the contract with Clemons, Rutherford & Associates, Inc. in the amount of \$25,204.98 for the redesign of the Nassau County Jail plan as discussed during the October 11, 2000 Board Meeting, with funds to be expended from the Line of Credit and charged against the current line item for the jail.