

Standard Form of Agreement Between Owner and Architect

AIA Document B141

AGREEMENT

Made as of the 26 day of May in the year Nineteen Hundred and Ninety Nine

BETWEEN the Owner: Nassau County Board of County Commissioners
191 Nassau Place
Yulee, Florida 32097
Attention: Mr. Mike Mullins

And the Architect: Spillis Candela & Partners, Inc.
1560 Orange Avenue – Suite 100
Winter Park, Florida 32789

For the following Project: Nassau County Judicial Complex: Master Planning of the +/-150-acre complex site and site planning of the Courthouse site within the master planned property.

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 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 11.2.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

See Article 12

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 12, 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 under Contingent 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 Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

N.I.C. Scope

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when 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, and the Owner's schedule.

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

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

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

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

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

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

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

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

- 3.4.8 Providing detailed quantity surveys or inventories of material.
- 3.4.9 Providing analyses of owning and operating costs.
- 3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.11 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.12 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 that have already been completed describing physical characteristics.
- 4.6 The Owner shall furnish what current geotechnical information the County has on the site.
- 4.7 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.
- 4.8 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.
- 4.9 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**

There is no Estimate in this Phase

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 Construction Cost does not include the compensation of the Architect and Architect's consultants, the cost 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

There is no estimate in this space

**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.
- 6.3 The Owner shall not use or authorize any person to use the drawings, specifications, electronic data and any 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 offices and directors, agents and employees of any of them from and against claims, demands, liabilities, damages, losses and expenses, including but not limited to attorney'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 any 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 ARBITRATION

- 7.1 Mediation: Claims, disputes or other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to a 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.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

- 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 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, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, 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.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.
- 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 statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 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 to 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 or 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 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.

- 10.2.1.6.1 The project will be designed and completed utilizing AutoCAD.

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.

10.4 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 PAYMENT 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 N/A Dollars (\$ N/A) 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 12 as part of Basic Services, Basic Compensation shall be computed as follows: Stipulated Sum of \$42,000.00. Project to be delivered 60 calendar days from notice to proceed: Finalization of the Master Plan after 45 days and entire project package at 60 days.

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 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:

Time and Material Basis. See Employee Rate Schedule.

11.3.2 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 () times the amounts billed to the Architect for such services.

Time and Material Basis. See Employee Rate Schedule.

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 point ten (1.10) 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 Payments are due and payable pursuant to the Florida Prompt Payment Act. Amounts unpaid 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 agreed upon)
- 0 - percent.

11.5.2 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

Scope of Services:

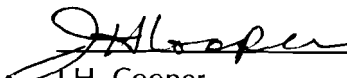
Prepare a Master Plan of the +/- 150-acre complex's site to include jail, EOC Sheriff and future expansion of other governmental offices and site planning of the Courthouse site within the master planned property. The master plan will include proposed location of roads and parking, ingress and egress to the site, proposed boundaries of parcels, designated areas for wetlands and water retention/detention.

The planning process will involve a series of tasks to be accomplished by the design team including:

- Data gathering.
- Site programming.
- Conceptual plan development through workshops and design "charettes".
- Finalization of the master plan.
- Development of phasing alternatives.
- Provision of a final report containing all information developed during this process.

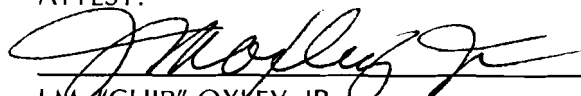
During the Master Planning Function/Scope all Project information/communications will flow through RS&H. RS&H will be responsible for information dissemination. Point of contact is: Alan Watt at 904-279-2394.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



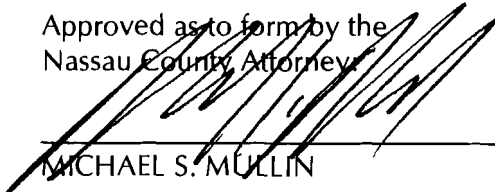
J.H. Cooper
Its: Chairman

ATTEST:



J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

SPILLIS CANDELA & PARTNERS, INC.
WINTER PARK, FLORIDA



Richard Foley
Vice President

ATTEST:

**SCP STANDARD BILLING RATES
CALENDAR YEAR 1999**

**ARCHITECTURE/ENGINEERING
& INTERIOR DESIGN**

Sr. Project Manager/Director	\$130.00
Project Manager A-E-I	115.00
Project Arch/Eng/Designer	95.00
Engineer	80.00
Job Captain/Designer	75.00
Senior Drafter/Designer	65.00
Drafter/Designer	50.00
Construction Admin.	80.00
Spec Writer	90.00
Typist	45.00

CADD 20.00

Billing rates subject to annual escalation as
of calendar year end.

Architect shall utilize the positions and rates set forth on the Standard Billing Rates. Architect shall indicate the basis for utilization of a particular position and the number of those in that position when submitting a request for payment. The County may request additional information or indicate an objection to the position utilized. If the Architect representatives and County representatives do not agree then the Architect may appear before the Board of County Commissioners to resolve any differences.

**SMA STANDARD BILLING RATES
CALENDAR YEAR 1999**

ARCHITECTURE

Principal	\$96.00
Senior Architect	96.00
Architect	62.00
Estimator/QC	60.00
Senior Technician	49.00
Technician	40.00
Typist	34.00

CADD Equipment \$20.00

Subject to annual escalation as of calendar year end.

**RS&H STANDARD BILLING RATES
CALENDAR YEAR 1999**

ENGINEERING/LANDSCAPE ARCHITECTURE

Project Manager	\$109.00
Landscape/Planning Director	110.00
Senior Landscape Architect/Planner	68.50
Landscape Architect/Planner	62.00
Landscape/Planning Technician	50.00
Landscape/Planning CADD Operator	45.00
Typist	35.00

CADD Equipment \$20.00

Subject to annual escalation as of calendar year end.

RECEIVED JUN 23 1999

Spillis Candela & Partners, Inc.

1560. Orange Avenue, Suite 100 Winter Park, Florida 32789 407/644-3644 FAX 407/644-6197

LETTER OF TRANSMITTAL

To: Mr. Mike Mullins
Nassau County Board of
County Commissioners
191 Nassau Place
Yulee, Florida 32097

Date: June 21, 1999

Re: Contract

SCP Project No.: J2811
Send Via: U.S. Mail

We are sending you:

- Prints
- Samples
- Herewith
- Other:
- Under separate cover
- Specifications
- Copy of letter
- Shop Drawings
- Tracings
- Change order
- Literature
- 35mm slides
- Photographs

# of Copies	Description
1	Fully Executed Standard Form of Agreement Between Owner and Architect
1	Fully Executed Notice To Proceed

No exception taken

Note comments

Rejected

Re-submit

Other

For review and comment

For your use

Per your request

For file or distribution

Remarks:

Sent by: Richard Foley

Copies this letter to:

Copies with enclosures to:

NOTICE TO PROCEED

TO: SPILLIS CANDELA & PARTNERS, INC.
1560 NORTH ORANGE AVENUE
Suite 100
WINTER PARK, FLORIDA 32789

Date: June 15, 1999
Project: Master Planning for
Judicial Complex site & site
Planning of Courthouse site
Within master planned
Property, Yulee, Florida

You are hereby notified to commence work in accordance with the Agreement between Spillis Candela & Partners, Inc., and Nassau County, dated May 26, 1999, approved by the Board of County Commissioners of Nassau County, Florida in Regular Session of June 14, 1999. The work shall be completed within the time frame set forth in the agreement.

NASSAU COUNTY, FLORIDA



J. H. COOPER
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Richard Foley this the 21st day of
June, 1999.

By: RICHARD FOLEY
Title: VICE PRESIDENT