

Standard Form of Agreement Between Owner and Architect

AIA Document B141 (Modified)

AGREEMENT

Made as of the day of August 7th in the year Two Thousand

BETWEEN the Owner: **Nassau County Board of County Commissioners**
191 Nassau Place
Yulee, Florida 32097
Attn. Michael S. Mullin

And the Architect: **Spillis Candela & Partners, Inc., a Delaware Corporation**
D/B/A Spillis Candela DMJM
1560 Orange Avenue – Suite 100
Winter Park, Florida 32789

For the following Project: **Nassau County Judicial Complex: The project is a +/- 100,000 gross square foot courthouse with its associated parking and ingress/egress drives on a +/- 17 acre site. The site will be per the completed master plan approved by the Nassau County Commission (Owner). Owner's civil engineering firm to perform all design work on the site under separate contract. Actual design services are more clearly defined in attachments at the end of this document. The owner will independently employ a CM and/or CM firm and the architectural/engineering team will work with and cooperate with the same during the design and construction of the project.**

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 the Agreement and any other services included in Article 12. The Architect's services shall be provided in conjunction with the services of a Construction Manager to be retained by Owner.
- 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 and the Construction Manager's information 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 and Construction Manager's review and for approval of submissions by authorities having jurisdiction over the Project. The Architect or Owner shall not, except for reasonable cause, exceed time limits established by this schedule approved by the Owner.

Within ten (10) days of the receipt of the Notice to Proceed, the Architect will furnish a timeline showing the following deliverables:

- 1.1.2.1 Schematic Drawing, including preliminary cost estimate.
- 1.1.2.2 Thirty percent (30%) design drawing
- 1.1.2.3. Sixty percent (60%) design drawing
- 1.1.2.4. Ninety percent (90%) design drawing
- 1.1.2.5. One hundred percent (100%) drawing
- 1.1.2.6. GMP design drawing
- 1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

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
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

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 and the Construction Manager, 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
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for the Construction Manager's review and approval by the Owner, Design Development Documents consisting of drawings, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

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 review by the Construction Manager and 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 preparing the necessary Request for Qualifications documents for the Construction Manager solicitation.

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
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

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 OF THE CONSTRUCTION CONTRACT
REFER TO SCOPE OF SERVICE AND ATTACHMENTS

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 with consent of the Contractor and Construction Manager, which consent shall not be unreasonably withheld.

- 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, but in no event more often than once per week, or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress 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 Designed concept expressed in the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress 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 Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's scheduled or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not be responsible for the performance by the Construction Manager of the services required by the Construction Manager's agreement with the Owner. 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 on the recommendations of the Construction Manager 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 Design concept expressed in the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance-with the Design concept as expressed in the Contract Documents upon Substantial Completion, to results of subsequent test and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of Certificate for Payment shall further constitute 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 no authority to reject non-conforming Work, nor to require additional inspection or testing of the Work, but instead, shall make recommendations to the Owner and the Construction Manager, for the Construction Manager's review and the Owner's action of such rejection of Work, or of such additional inspection or testing requirements.
- 2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals as requested by Owner 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 judgement 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 Construction Manager's review and the Owner's approval and execution in accordance with the Contract Documents.
- 2.6.14 The Architect shall conduct site visits 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.
- 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. However, the Architect shall not be required to, and will not render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.
- 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 aesthetic effect shall be final if consistent with the intent expressed in 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 aesthetic effect as provided in Subparagraph 2.6.17 shall be subject to dispute resolution as provided in Article 12.1 of this Agreement and in 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 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

- 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 duties, 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.
- 3.2.3 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 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, 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 substitutions 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 the Construction Manager, by major defects or deficiencies in the Work 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 claims submitted by the Contractor or others in connection with the Work.
 - 3.3.8 Providing services in connection with arbitration proceedings or legal proceedings except where the Architect is a 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 financial feasibility or other special studies.
- 3.4.2 Providing planning surveys or comparative studies of other 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 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.
- 3.4.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.9 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.10 Providing services for planning tenant or rental spaces.
- 3.4.11 Making investigation, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.12 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.
- 3.4.13 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.
- 3.4.14 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.
- 3.4.15 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services. Refer to scope of service and Attachments.
- 3.4.16 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 conceptual 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 based on consultation with the Construction Manager, 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, percolation tests, evaluations hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 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.
- 4.12** 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.
- 4.13** The Owner shall retain a Construction Manager that would report to the Owner's representative. The Construction Manager's services, duties and responsibilities will be as described in the Agreement between the Owner and the Construction Manager. The Agreement between the Owner and Construction Manager shall be furnished to the Architect and shall not be modified without written consent of the

Architect, which consent shall not be unreasonably withheld. The Architect shall not be responsible for a action taken by the Construction Manager.

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 Work during construction.
- 5.1.3 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

- 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 such a fixed limit has been established, the Architect shall be 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, terminate 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 lowest bona fide bid or negotiated proposal exceeds the fixed limit of Construction Cost by at least ten percent (10%), and if the Owner chooses to proceed under Clause 5.2.4.4, 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** All data, information, reports, drawings, specifications, computations, notes, renderings, or other documents or materials prepared by Architect hereunder as instruments of service shall remain the property of Architect and shall not be used for any other project or for any extension of this Project without the written consent of Architect and without additional mutually agreed upon compensation to Architect in consideration of said consent for reuse. If any portion or Architect's Work is incorporated into any other project than that for which the Work was performed, Owner shall hold Architect harmless from any claims or liabilities arising from such action, notwithstanding Architect's written consent. Owner further agrees to hold Architect free and harmless from and against any claim arising out of the use of the drawings, tracings, and specifications by Owner on extensions to this Work. The provisions of this clause shall survive the termination or completion of this Agreement and shall thereafter remain in full force and effect.
- 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 DISPUTE RESOLUTION

- 7.1 DISPUTE RESOLUTION: (See Article 12.2)

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 may be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. The adjustment shall be agreed upon by Owner and Architect.
- 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 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.
- 8.6 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 Ten percent (10%) 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 Five percent (5%) of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

- .3 Two percent (2%) 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 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** The Owner and Architect waive all rights against each other and against the Construction Manager, 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 and from the Construction Manager.
- 9.4** 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.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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, ESOP related costs, 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. Reimbursement expenses shall be subject to approval by owner.

10.2.1.1 Expense of transportation in connection with the Project or expenses in connection with authorized out-of-town travel not to exceed Ten thousand dollars (\$10,000.00); 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.

10.2.1.6.1 The Project will be designed and completed utilizing AutoCAD Version 14.

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 and approval of Owner.

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.

10.5.1.1 Payment may be withheld for dispute as to the Architect's work, and any payment withheld shall not cause the Architect to cease work on the Project. Any payment withheld based upon a dispute would be immediately addressed, and if not resolved within ten (10) working days, shall be handled in the manner set forth in the Dispute Resolution Section.

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 (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 12 as part of Basic Services, Basic Compensation shall be computed as follows: **Stipulated Sum of \$1,169,064.**

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

Confirm Projections of the Courthouse Space Program:	N/A	\$14,560.00
Schematic Design Phase:	(15%)	\$173,175.60
Design Development Phase:	(25%)	\$288,626.00
Construction Documents Phase:	(35%)	\$404,076.40
Bidding or Negotiation Phase:	(5%)	\$57,725.20
Construction Phase:	(20%)	\$230,900.80
Total Basic Compensation	(100%)	\$1,169,064.00

11.3 COMPENSATION FOR ADDITIONAL SERVICES – shall be approved by Owner and Architect.

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

Time and Materials per SCP Standard Billing Rates attached "G".

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:

Time and Materials per SCP Standard Billing Rates attached "G".

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4 or identified in Article 12 as part of Additional Services, a multiple of (1.10) times the amounts billed to the Architect for such services.

Refer to consultants Standard Billing Rate attached "H".

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 IF THE BASIC SERVICES covered by this agreement have not been completed within thirty (30) 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 sub paragraphs 10.3.3 and 11.3.2.

11.5.2 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.

(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 January of each year commencing January 1, 2002.

**ARTICLE 12
OTHER CONDITIONS OR SERVICES**

12.1 Scope of Services:

Our team will first meet with the designated County representatives and generally confirm the project requirements and goals, specific services shall include the following:

- A. Confirm the projections of the courthouse space program conducted by Dan L. Wylie and Associates.
- B. Prepare a detailed design program.
- C. Prepare schematic designs (Maximum of three (3) schemes) for the building or buildings and site.
- D. Assist the County in the preparation, publishing and selection process for the construction manager or construction management firm. We will work with and cooperate with the chosen construction management firm or CM as provided for in the AIA documents.
- E. Assist the County in establishing preliminary budgeting for the project. The CM will provide budget estimates after schematics.
- F. Prepare the appropriate design development, construction documents and such other bidding/negotiation and construction contract administration basic services as are provided for in the AIA standard form of agreement between the owner and architect, and enumerated in the attachments.
- G. Perform such other duties (after clarification of scope and negotiation of additional service fees) as the County may designate.

Attachment "A": Architectural M.O.U.
"B": Structural M.O.U.
"C": Interior Design/ FFE M.O.U.
"D": Civil, Landscape, Plumbing & Fire Protection, Life Safety, and Electrical Engineering M.O.U.
"E": Security Consultant M.O.U.
"F": Cost Estimating Consultant M.O.U.

12.2 Dispute Resolution:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. 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. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

12.2.1 Architect shall attend meetings of the Board of County Commissioners as directed by Owner's representative. There shall be no additional compensation except pursuant to Article 10.2.

12.3 Electronic Files Disclaimer:

- a. The electronic files to be delivered under this Agreement contain information to be used for the production of Contract Documents for the Project and are provided as an accommodation to Owner. The official Contract Documents of record are those paper, mylar, or vellum documents produced by the Consultant which bear the company seal and signatures. The electronic files to be delivered under this Agreement are not Contract Documents.
- b. These files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise, or that the information

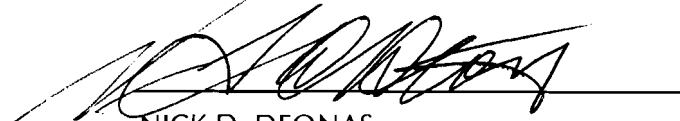
contained in these files can be used in a manner for which they were not originally intended. Consultant makes no representation that the files, after delivery will remain an accurate representation of the source data in the Consultant's possession or are suitable for any other purpose or use and all indications of Consultant's (and its subconsultants') involvement shall be removed from each electronic display and shall not be included in any prints produced therefrom.

c. Owner understands and agrees that the right to use the electronic files provided under this agreement is specifically limited to same: Consultant does not have the right to sub-license for Owner's use any software required to access the electronic files, and no such license is granted hereby. Owner acknowledges its responsibility to obtain all hardware and software needed to access the electronic files.

12.4 Architect shall designate, by separate attachment, the team for the Project. In addition, Architect shall designate the Project Manager, and that person shall be the contact person for Architect. If that person is not available due to illness, vacation, etc., an alternate, with a knowledge of the Project and decision making authority, shall be designated and the name provided to Owner.

12.5 Architect shall respond to Owner's Representative within twenty-four (24) hours of Owner's representative's phone call or letter.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



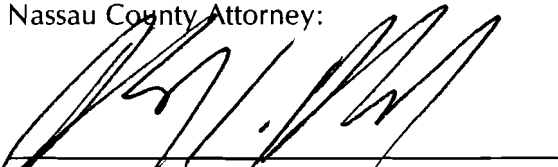
NICK D. DEONAS
Its: Chairman

ATTEST:



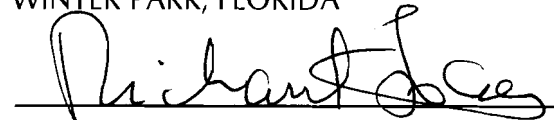
J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SPILLIS CANDELA DMJM
WINTER PARK, FLORIDA



RICHARD FOLEY
Vice President

Attachment "A"
Architectural Memorandum of Understanding

Definitions:

Nassau County Board of County Commissioners, hereinafter to be called the Owner.

The Program, Space Standards, and Block and Stack Diagrams associated with the new ±100,000 Gross SF Courthouse, hereinafter to be called the Project.

Spillis Candela & Partners, hereinafter to be called SCP.

Basic Services:

Services shall proceed according to phases outlined below and in accordance with an established schedule.

Programming:

1. SCP shall meet with the Owner to determine criteria for the new Courthouse to establish team responsibilities, methods of approval, project procedures and schedule requirements including project quality, image and special considerations.
2. SCP shall review any (if existing) Owner information regarding space usage, existing and proposed space standards and projected growth.
3. SCP shall review program questionnaires with the Owner to confirm projection periods to be surveyed and to obtain any comments or changes.
4. SCP shall conduct one orientation meeting to all department heads at the same time to review the programming procedure.
5. SCP shall conduct a personal interview with each Judge and/or department head and other key representatives as appropriate to review and clarify the completed information, tour existing department to review departmental general operation.
6. SCP shall meet with senior management to obtain specific information and define criteria for building common areas and amenities such as the Public Lobby, Community Areas, etc.
7. SCP shall analyze and tabulate the detailed Space Program Reports, which would include the following:
 - a. Summaries and tabulations of personnel and departmental requirements for target years to include current, move-in and whatever designated growth projection.
 - b. Departmental adjacency relationships.

Attachment "A" (continued)
Architectural Memorandum of Understanding

Programming (continued):

8. SCP shall present to the Owner the draft report at a Draft Program review and obtain the Owner's comments.
9. SCP shall incorporate the Owner's comments and submit final Program which shall include Adjacency Matrix and Conceptual Stacking and Blocking Diagrams.
10. Meetings: Up to four meetings in Yulee/Jacksonville and one presentation to the County Commissioners.

Basic Architectural Services:

1. Provide architectural design documents, specifications and construction administration as described in the AIA B141 (modified) document.
2. Provide management of architectural/engineering team and its consultants.
3. Provide five (5) sets of blueprints (size 24" x 36") and/or specifications at schematic design, design development, and construction document Phases. Provide a reproducible set of construction documents for the Owners and/or CMs during bidding and/or construction. Additional reproduction and printing costs are to be reimbursed per Article 11.4.1 of AIA B141.
4. Meetings:
 - a. Schematic Design: Up to five (5) meetings, one of which will be a workshop with the Owner's designated representatives and one presentation to the County Commissioners.
 - b. Design Development: Up to five (5) meetings, one of which will be a workshop with the Owner's designated representative and one presentation to the County Commissioners.
 - c. Construction Documents: Up to five (5) review meetings and one presentation to the County Commissioners.
 - d. Bidding: Two (2) meetings to review CM's GMP and sub-contractor's qualifications.
 - e. Construction Administration: Attend bi-monthly Owner/CM construction meetings and provide on-site administration services per Article 2.6 of AIA B141.

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Attachment "B" **Structural Engineering Memorandum of Understanding**

SCP will provide basic structural engineering services for this project as follows:

Schematic Phase:

- Provide sufficient written documentation so as to allow the County to solicit and retain a Geotechnical Engineer. The written documentation will be information such as anticipated structural system composition, finished floor elevation of the building, column spacing and preliminary column loading. The Geotechnical Engineer will perform sufficient field and lab testing so that he may provide the County with a Geotechnical Engineering Report.
- Review the Geotechnical Engineering Report and establish the appropriate foundation system for the building as well as the ground floor construction type (Slab-on-grade or structural slab) and the treatment of the soil that will be required to support the loading that the building will impose upon it.
- Evaluate one concrete framing system and one structural steel framing system on the basis of the Typical Bay concept.
- Determine the most appropriate framing system based upon performance and economics.
- Consult with the Architect to establish a column grid.
- Consult with the Architect to determine appropriate construction materials.
- Meetings: As many team meetings as Owner requires.

Design Development Phase:

- Perform sufficient structural analysis in order to establish the sizes of the typical structural elements of the building.
- Determine the approximate foundation sizes and/or number of piling required at typical column locations.
- Provide preliminary foundation, floor and roof framing plans. These plans will show only typical member sizes and reinforcing. They will not be fully developed foundation and framing plans.
- Attend as many team meetings as required by Owner.
- Respond to Owners comments.

Construction Documents Phase:

- Perform final structural analysis and design of all foundation and floor/roof framing members.
- Incorporate the design results into drawings that will allow the contractor to construct the building.
- Coordinate with the Architect and MEP Engineers and incorporate recesses, openings, chases, supports, etc. into the Construction Documents.

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Attachment "B" (continued) **Structural Engineering Memorandum of Understanding**

Construction Documents Phase (continued):

- Review the specifications for glazing and other building components that will be subjected to wind loading and insure that the appropriate information for the required wind resistance of the components is incorporated into the specifications.
- Write specification sections for Earthwork for Buildings, Concrete Work and Structural Steel.
- Attend as many team meetings as required by Owner.
- Respond to owner comments.
- Prepare Threshold Inspection Plan, in the event the building qualifies as a Threshold Building under Florida Statutes.
- The Structural Work under this agreement is limited to an area five (5) feet beyond the building line.
- Provide signed and sealed drawings and specifications for the purpose of securing a building permit, if required.

Bidding Phase:

- Prepare addenda, if required.
- Meetings: As many team meetings as required by Owner.

Construction Administration Phase:

- Review shop drawings for reinforcing steel, concrete mix designs, structural steel, glazing and other load bearing building elements. Shop drawings will be reviewed a maximum of two times as part of our basic services agreement. If, through no fault of our own, more than two reviews are required for individual submittals, these reviews will be done only with additional compensation. It is understood that all shop drawing reviews will be completed no later than ten working days after their receipt within our office.
- Respond to RFI's generated by the Contractor.
- Review the in-place soil density and concrete cylinder test results provided by a recognized testing laboratory. The cost of providing these testing services will be by others.
- Provide up to four periodic site visits to observe the quality and manner of construction. We will provide a written report summarizing our observations. These visits will not suffice either as Threshold Inspection Services or as continuous observation of the construction activities.
- Be available to communicate with the Owner, Architect and Contractor by telephone during office hours (8:30 AM – 5:30 PM Eastern Time) during the projects construction phase. In an emergency, and with adequate notice, we will make ourselves available for telephone communication.

Items specifically excluded from the Structural Scope of Work:

- Evaluation of more than one concrete and one steel framing scheme.

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Attachment "B" (continued) **Structural Engineering Memorandum of Understanding**

Items specifically excluded from the Structural Scope of Work (continued):

- Providing drawings for the Schematic Phase submittal.
- Preparation of early foundation or building structure construction document packages. Early means prior to all other disciplines completing their Construction Documents Phase.
- Threshold Inspection Services pursuant to the Threshold Inspection Plan and Florida Statutes.
- Geotechnical Engineering services.
- Any Owner or Architect change, after the approval of Design Development Phase, which results in the re-analysis and re-design of any structural element.
- Attending meetings other than those specified herein.
- The design of any exotic or other than traditional beam and column type structure.
- Any bridges be it pedestrian or vehicular that are external to the building.
- Attending Value Engineering Workshops after submission of GMP documents.
- Changing of building or structural design after the acceptance of the Design Development Submittal for the purpose of Value Engineering or any other purpose.

The building will be designed to meet the following standards:

- Standard Building Code.
- ASCE 7-93 or 7-95 for wind loading.
- ACI 318 Building Code Requirements for Structural Concrete.
- AISC Manual of Steel Construction-9th Edition, Allowable Stress Design.
- ACI 530 Building Code Requirements for Masonry.
- AWS D1.1 Structural Steel Welding Code.

Spillis Candela & Partners

Attachment "C" **Interior Design Memorandum of Understanding**

I. Basic Interior Design Services for Furniture, Furnishings and Equipment (FFE):

Services shall proceed according to phases outlined below and in accordance with an established schedule for approximately 100,000 Gross SF.

PHASE I – Schematic Design:

1. SCP shall meet with the Owner to establish interior responsibilities, methods of approval, Project procedures and schedule requirements.
2. SCP shall consult with the Owner to determine their overall objectives for the new office furnishings, their criteria for design quality, cost and the project budget.
3. Based upon the Owner's approved workstation space standards and interview with the Owner's key representative on furnishing requirements, SCP shall prepare and present for approval, furniture arrangements and preliminary selections for workstations and offices from the Owner's selected manufacturer(s) which shall include:
 - a. Configuration and size of work surfaces and/or meeting areas;
 - b. Accommodation of office electronics;
 - c. Filing and storage requirements;
 - d. Status and visitor requirements.
4. SCP shall prepare a preliminary furnishing design presentation consisting of:
 - a. Furnishings concepts for special areas, such as reception , conference, and offices;
 - b. Recommendations for furniture systems from Owner's selected manufacturer;
 - c. Recommendations for color palettes and finish materials.
5. SCP shall review and update the Furnishings Budget to reflect any changes resulting from the Schematic Design.

PHASE II – Design Development:

1. SCP shall further develop the approved Schematic Design and prepare a Design Development presentation consisting of:
 - a. Furniture and major office equipment layouts;

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Attachment "C" (continued) **Interior Design Memorandum of Understanding**

PHASE II – Design Development (continued):

- b. Recommended furniture and furnishings, including materials, colors and finishes, illustrated with photographs and samples;
 - c. If required, one revision and a second presentation meeting will be provided.
2. SCP shall update the Budget documenting the general type, quality and unit costs of furniture and furnishings proposed for the Project.
3. SCP shall present the Design Development and the updated Budget to the Owner for review and approval.

PHASE III – Contract Documents and Bidding Process:

1. SCP shall coordinate its work and contract documents with the architectural and engineering disciplines.
2. SCP shall prepare drawings and specifications for the procurement and installation of furniture and furnishings. These shall include:
 - a. Coded plans showing the location of new furniture; Systems furniture will be keyed to workstation plates.
 - b. One descriptive specification for each new furniture item for loose furniture and workstation plates for systems furniture which identify major components.
3. After the Owner's written approval of the contract documents, SCP shall transmit the documents to the Owner for its use in negotiating contracts and purchasing.

PHASE IV – Administration of Contract Documents:

1. SCP shall consult with and assist the Owner, contractors, manufacturers and vendors to establish delivery, installation and move-in schedules as follows:
 - a. Review shop drawings and samples for conformance with the design concept, and for compliance with the information given in the contract documents. This shall be accomplished within ten (10) working days.
2. SCP shall prepare and issue to the Owner a punch list specifying the work to be corrected before final payments are issued by the Owner.

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Attachment "C" (continued) **Interior Design Memorandum of Understanding**

Additional Interior Design Services:

For Additional Services requested by the Owner, not within the current understanding of the Basic Services, SCP shall be compensated on an hourly basis (DPE). Such services shall be documented in writing by SCP prior to their commencement. Such Additional Services, while not limited to the following, shall include:

1. Additional work resulting from changes requested and authorized by the Owner after previous work has been approved.
2. Professional services made necessary by the default of contractors or vendors or by major defects in the work of the contractors and vendors.
3. Telephone and data system planning.
4. Inventory of existing furniture and specifications for refinishing or recovering existing furniture.
5. Custom furniture design.
6. Individual private office design.
7. Art, oriental rugs and individual accessories selection.
8. Graphics and signage –signage shall be pursuant to ADA requirements and shall be in scope of work at no additional compensation.

Attachment "D"
Civil, Landscape, Mechanical, Plumbing & Fire Protection,
Life Safety and Electrical Engineering Memorandum of Understanding

1. Mechanical (to include plumbing and fire protection) and electrical engineering design documents, specifications and construction administration as described in the modified AIA B-141 document:
2. Life safety consulting, including complete code review and analysis, preparation of life safety plans, review of design submittals and coordination with the local Authority having jurisdiction:
3. Civil Engineering Design for Site Services as follows:
 - a. Preliminary site layout within defined parcel area for Courthouse Facility.
 - b. Preliminary grading plan of parcel area in accordance to Master Plan.
 - c. Preliminary site plan for utility locations and ties to Master Plan infrastructure.
 - d. Coordination with Engineer for Master Plan to incorporate on-site engineering elements to the Master Plan.
 - e. All the above defined services to be phased to Master Plan per direction of the Architect.
4. Landscape architecture services for the building specific ±17-acre site as follows:
 - a. Preliminary landscape design and material selections. Design area to be defined as the ±17-acre courthouse site.
 - b. Coordination with Owner selected landscape and irrigation consultants.

Services specifically not included:

As-built drawings.

Cost estimating (engineering input to cost estimating consultant is included).

Survey and Geotechnical Fees (to be paid directly by the County).

Permit application fees (to be paid directly by the County).

Environmental services or wetlands delineation.

Programming (engineering input to SCP is included).

Security or telecom specialty consulting (Engineering documents will include incorporation of the security consultants design into our documents).

Expenses for travel, subsistence, reprographics, long distance telephone, faxes, mailing and overnight shipping are to be reimbursed per Prime Agreement.

ATTACHMENT "E"

Security Consultant: Fitzgerald Technology Group Memorandum of Understanding

Fitzgerald Technology Group (FTG) will provide design documentation services, construction document services, and construction administration services for the Nassau Judicial Complex.

Schematic through Construction Documents:

FTG will provide specification sections for the equipment proposed for electronic security as outline below. FTG will attend one, one day (8-hour), one person client/architect meeting for the Nassau County Judicial Complex electronic security system design in Yulee and/or Jacksonville. We will also attend one, one day (8-hour) user group meetings with the architect in Orlando. The intent of the meetings is to review the security system(s) proposed and their operational requirements. Two meetings (total) are proposed to be divided at the 100% DD and 50% CD Phases of the documentation process. At the meetings, we will document the types of systems for the various users of the facility and review any other enhancements that may be required.

The systems, areas of specification, and areas of review proposed to be performed by FTG are as follows:

- Building perimeter and intrusion detection
- Closed circuit video equipment (CCVE)
- Access control system
- Panic/situation alarm push-buttons
- Intercom/Paging system
- Walk-through metal detection
- X-ray screening
- Connection to fire alarm/detection system (typically required by code for egress)
- Control Panels/Touchscreen Controls
- Inmate/Attorney Telephone (reviewed by FTG)

Courtroom Data and Evidence Presentation Technology:

- Attend an initial site meeting to review plans with Chief Judge, Owner and User Group.
- Provide red-line markups of one (1) courtroom plan for technology infrastructure and cabling, typical of four courtrooms.
- Red-line markups of millwork revisions for courtrooms.
- Provide one (1) red-lined riser diagram for system design.
- Provide one (1) design information manual with typical equipment cutsheets.
- Provide red-lined specifications.
- Provide review and responses to RFIs and shop drawings.
- Attend a final site review and punch list.

The following specifications will be provided and produced by FTG on diskette and hard copy to be incorporated into the specifications of Spillis Candela & Partners.

ATTACHMENT "E" (continued)

Security Consultant: Fitzgerald Technology Group Memorandum of Understanding

Specifications:

- 11201 Basic Electronic Security Requirements
- 11202 System Central Processing Unit
- 11203 Fire Alarm Interface
- 11204 Programmable Logic Controller
- 11205 Address Panels
- 11206 Relay Cabinets
- 11207 Door Control/Monitoring System
- 11208 Card Access Control
- 11211 Situation Alarm System
- 11212 Closed Circuit Video Equipment
- 11216 X-ray Screening Equipment
- 11218 Operational Intercom/Paging System
- 11224 Metal Detection Equipment

Note: We will cross-reference to Division 16 for all conduit, backbox and power requirements.

Construction Administration (CA):

FTG will attend one, one day (8-hours), one person intermediate site review to check progress of the work on this project. We will also perform a two day (12-hours per day), two person final punchout/preoccupancy test of all the electronic security systems.

We will also review and respond to RFIs and perform shop drawing review for the above mentioned specification sections.

Assumptions:

1. The Architect/Owner will provide architectural backgrounds in AutoCAD Version 14.
2. Where shop drawing services are provided, resubmittals of shop drawings in excess of 15% resubmission will require an additional fee.
3. All meeting minutes will be recorded and distributed by the Architect.
4. Reimbursable expenses will be limited to and governed by the Articles of the Prime Agreement Between Owner and Architect.

ATTACHMENT "F"

Cost Estimating Consultant: Cost Management, Inc. Memorandum of Understanding

Subconsultant shall prepare three cost estimates and visit the Orlando office of SCP at least two times during each phase of the Project.

The three cost estimates shall be completed in accordance with a schedule prepared by SCP, but no later than two weeks prior to the phase submission dates to be determined.

The cost estimates will be based on documents submitted to the Subconsultant for each of the required phases and will be formatted as follows:

Schematic Design Phase:

Prepare general cost estimate based on the 16 master specification divisions. Separate the site and building construction areas.

Design Development Phase:

Prepare detailed cost estimate based on the 16 master specification divisions. Separate the site and building construction areas.

95% of Construction Documents Phase:

Prepare detailed cost estimate based on the 16 master specification divisions. Separate the site and building construction areas.

Final:

The 95% document will be adjusted to reflect Client comments after 100% documents are reviewed.

SCP will review the cost estimate format proposed by the Subconsultant prior to each phase and may require modifications for this particular project.

The cost estimates shall include and separately list all site and building construction costs and any furniture and equipment specified as in-contract. Costs related to General Conditions shall also be identified.

ATTACHMENT "G"

SCP STANDARD BILLING RATES CALENDAR YEAR 2000

ARCHITECTURE/ENGINEERING & INTERIOR DESIGN

Principal	\$165.00
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.

ATTACHMENT "H"

SMA STANDARD BILLING RATES CALENDAR YEAR 2000

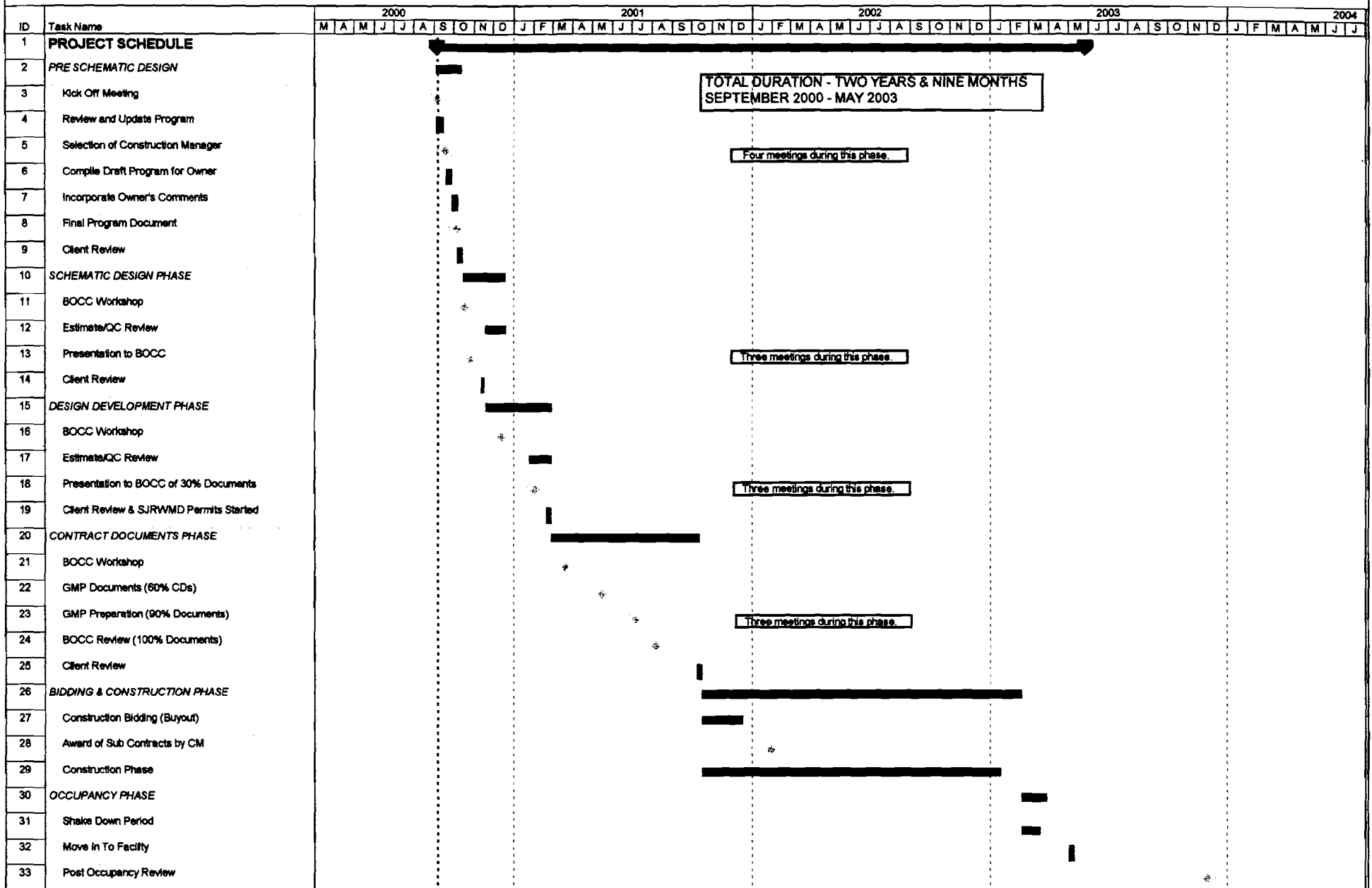
ARCHITECTURE

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

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

Architect and/or Engineer 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.

NASSAU COUNTY COURTHOUSE





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P. O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 David C. Howard
 Pete Cooper
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

FAX TRANSMITTAL

TO: Jack

FROM: MICHAEL S. MULLIN
 Telephone Number 904/491-3600
 Fax Number 904/491-3618

DATE: 9/8/00

SUBJECT: _____

NUMBER OF PAGES TRANSMITTED, INCLUDING THIS PAGE: 2

Spillio Time sketch - FYI

C: COUNTY, FAX
 10:15 am
 9/8/00 MJ

NOTICE TO PROCEED

TO: **SPILLIS CANDELA & PARTNERS, INC.** DATE: AUGUST 28, 2000
1560 ORANGE AVENUE - SUITE 100
WINTER PARK, FL 32789

PROJECT:

Judicial Complex
Nassau County, Florida

Pursuant to the Standard Form of Agreement between Owner and Architect, Form B141 (Modified), dated August 7, 2000, you are hereby authorized to proceed with the Scope of Work to provide architectural services for the Nassau County Judicial Complex project for a 100,000 gross square foot courthouse with its associated parking and ingress/egress drives on a seventeen acre site. The site will be per the completed master plan approved by the Owner. The Owner's civil engineering firm will perform all design work on the site under separate contract. The Owner will independently employ a CM and/or CM firm and the architectural/engineering team will work with and cooperate with the same during the design and construction of the project. The cost of the basic services to be provided pursuant to the contract shall not exceed \$1,169,064. **Within ten days of receipt of this Notice to Proceed, Architect shall furnish to Nassau County a timeline showing the deliverables pursuant to Section 1.1.2 of the Contract.**

NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Thomas H. Hyde this the 30th day of
August, 2000.

By: Thomas H. Hyde
Title: V. P.