



July 25, 2000

Clemons, Rutherford & Associates, Inc.

ADDENDUM 1 TO CONTRACT DATED FEBRUARY 1996 FOR NEW JAIL FOR NASSAU COUNTY

ITEM 1

We propose to make the interior corrections as requested by the Nassau County Sheriff's office. The corrections are all interior with no exterior changes. The corrections are a result of staff, program and administration changes to the jail operations.

We anticipate the corrections taking 30 days. This includes architectural, mechanical, structural and electrical changes. Our estimate is \$16,800.00. We propose to make the \$16,800.00 a guaranteed maximum cost. Should it take less time than we have budgeted, the savings will be credited to Nassau County.

Board of County Commissioners Nassau County, Florida

ATTEST:

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

[Signature] Nick D. Deonas Chairman

Approved as to form by the Nassau County Attorney:

[Signature] Michael S. Malin

APPROVED

DATE 7/26/00

Architects • Planners • Interior Designers • Construction Managers

00 SEP -5 AM 11:31

August 31, 2000



Clemons, Rutherford
& Associates, Inc.

Mr. Walt Gossett
County Administrator
Nassau Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035

RE: Sheriff's Office Area/Emergency Operations Center

Dear Mr. Gossett:

Please find attached Addendum 3 which outlines our services for the proposed Sheriff's Office to be located in your new judicial center. We have reviewed the Sheriff's office and there are a few minor changes within the office area that the Sheriff is requesting. The changes are minor such as relocating walls, lights and heating and cooling duct work. The major change would be the conversion of the previous communication center into a larger storage area. We do not believe that it will be a difficult effort architecturally, however the mechanical and electrical systems will change and the cost which we have received from our engineers would be approximately \$3,900.00. We would propose Addendum 3(attached) which identifies a review of the sheriff's office.

-
- Architects
- Planners
- Interior Designers
- Construction Managers

2027 Thomasville Road
Tallahassee, Florida 32312

P.O. Box 13739
Tallahassee, Florida 32317-3739

(850) 385-6153
Fax (850) 386-8420

e-mail: cra@clemons-rutherford.com

The next issue is the Emergency Operations Center. After meeting with you and Mr. D'Amato it is our understanding that you would like for us to proceed on conceptual plan for an EOC so that you have a package to present to the commission. These plans will show what the building will look like and the areas included. You have requested that our initial fee be limited to \$30,000.00 and the remainder of the contract would be negotiated once a final decision has been made based upon review of the conceptual plan. We are in agreement with your recommendation. This will be part of our overall fee for the EOC and will be deducted from the total fee during negotiations at a later date.

I would suggest that this letter become part of Addendum 3. If you have any questions or comments concerning this , please do not hesitate to give me a call.

Sincerely,

William D. Rutherford
President

WDR/gkp

August 31, 2000



Clemons, Rutherford
& Associates, Inc.

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

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

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

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

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

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

Board of County Commissioners
Nassau County, Florida

C:\My Documents\Addendum 1 Nassau.wpd

ATTEST:

J. M. "Chip" Oxley, Jr.

Approved as to form by the
Nassau County Attorney:

Michael S. Mullin

Nick D. Deonas
Chairman

Architects • Planners • Interior Designers • Construction Managers

August 31, 2000



Clemons, Rutherford
& Associates, Inc.

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


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

ATTEST:

Board of County Commissioners
Nassau County, Florida

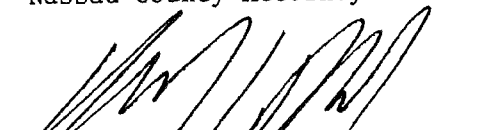


J. M. "Chip" Oxley, Jr.

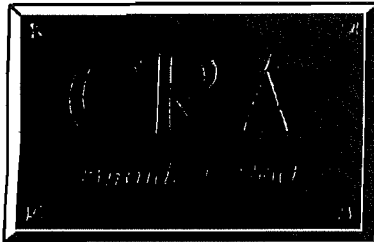


Nick D. Deonas

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin



Clemons, Rutherford
& Associates, Inc.

Architects
Planners
Interior Designers
Construction Managers

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August 31, 2000

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County Administrator
Nassau Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035

00 SEP -5 01:31

RE: Sheriff's Office Area/Emergency Operations Center

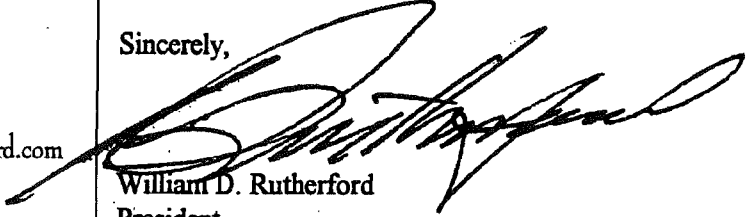
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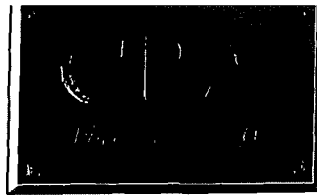
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President

WDR/gkp

August 31, 2000



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& Associates, Inc.

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C:\My Documents\Addendum 1 Nassau.wpd

APPROVED

DATE 10/11/00 ls

Architects • Planners • Interior Designers • Construction Managers

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

August 31, 2000



Clemons, Rutherford
& Associates, Inc.

**ADDENDUM 3
TO
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APPROVED

DATE 10/11/00 CA

Date: July 26, 2000



Project # _____

CLEMONS, RUTHERFORD & ASSOCIATES, INC.
ARCHITECTS + PLANNERS + INTERIOR DESIGNERS + CONSTRUCTION MANAGERS
2027 THOMASVILLE ROAD - TALLAHASSEE, FLORIDA 32312 (850) 385-6153 FAX (850) 386-8420

FAX TRANSMITTAL FORM

TO: Mike Mullins FROM: Bill Ballew/Florida

FIRM: _____ PROJECT: Passaic

FAX#: 904 491-3618 NUMBER OF PAGES: 4
(INCLUDING THIS PAGE)

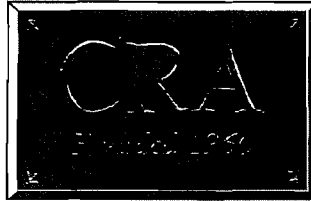
MESSAGE: Per your request -

~~cc~~

ORIGINAL TO FOLLOW BY MAIL? YES NO

This FAX is intended only for the use of the person or office to whom it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this FAX does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this FAX in error, please notify this office immediately.

March 29, 2001



Clemons, Rutherford
& Associates, Inc.

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

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

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

FEE CALCULATION

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

APPROVED


DATE 4-9-01 *JHB*

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*Rec'd
3/30/01
SAA*

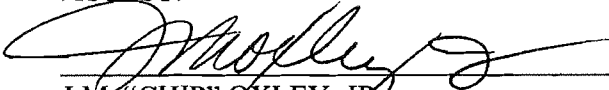
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL, CHAIRMAN

ATTEST:



J.M. "CHIP" OXLEY, JR.
ITS: EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
COUNTY ATTORNEY


MICHAEL S. MULLIN, ESQUIRE



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

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

AGREEMENT

made as of the ^{26th} day of February in the year of
Nineteen Hundred and Ninety-Six

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

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

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

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

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute
of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial
quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be
subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

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

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

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

2.2 SCHEMATIC DESIGN PHASE

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

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

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

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

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

2.3 DESIGN DEVELOPMENT PHASE

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

schedule or construction budget, the Architect shall prepare, for 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

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

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

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

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

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

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

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to 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 ~~the~~

other provisions of this Agreement and the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 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 described 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, 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, 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 an extensive number of claims submitted by the Contractor or others in connection with the Work.

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

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

3.4 OPTIONAL ADDITIONAL SERVICES

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

3.4.2 Providing financial feasibility or other special studies.

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

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 costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If 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 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 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

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

ARTICLE 7

ARBITRATION

~~7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

~~7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.~~

~~7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,~~

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

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

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

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

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

11.2 BASIC COMPENSATION

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

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

Phase I - RFP Items A, B, C, D, and F - \$22,100.00

(DCP) Phase II - RFP Items E, G, H, I, J and K

(CM) Phase III - Provide total service through construction and occupancy.

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

ARTICLE 12
OTHER CONDITIONS OR SERVICES

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

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

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

OWNER


(Signature)

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

ARCHITECT


(Signature)

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

ATTACHMENT #1

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

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

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

SUBTOTAL \$1,860.00

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

SUBTOTAL \$19,793.00

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

SUBTOTAL \$19,893.00

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

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

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

CRA

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

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

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

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

HinesHartman

& A S S O C I A T E S

Consulting Engineers

114 East 5th Avenue
Tallahassee, FL 32303

(904) 224-7922

FAX (904) 224-5876

MEMORANDUM

DATE: February 15, 1996

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

FROM: Michael S. Hartman, P.E.

RE: Nassau County Jail

HHA#: 96-04

COMMENTS:

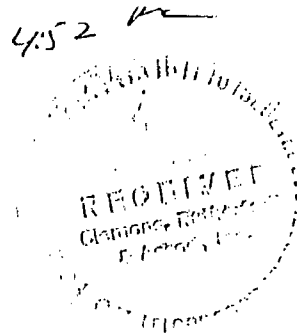
Hourly rates for HinesHartman are as follows:

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

MAIL COPY TO FOLLOW

YES NO

NUMBER OF PAGES (including this sheet): 1



Attachment #4

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

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

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

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

Attachment #5

REIMBURSABLE EXPENSES

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

ARTICLE AMENDMENTS AND ATTACHMENTS

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 10

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Time schedules are crucial to the County.

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

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

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

OWNERSHIP OF DOCUMENTS

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

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

NON-DISCRIMINATION PROVISIONS

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

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

RETENTION OF RECORDS

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

COMPLIANCE WITH STATE AND OTHER LAWS

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

SETTLEMENT OF CLAIMS

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

02/25/1996 10:13 0042010000

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

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

PROHIBITION AGAINST CONTINGENT FEES

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

TRUTH IN NEGOTIATION CERTIFICATE

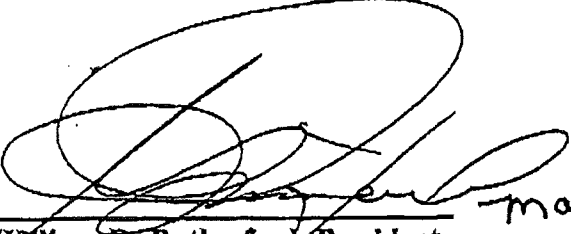
The Architect understands and agrees that execution of this Agreement by the Architect shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being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

ARCHITECT'S CERTIFICATION

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

ARTICLE 7

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


William D. Rutherford, President March 18, 1996

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

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



July 25, 2000

Clemons, Rutherford & Associates, Inc.

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

ITEM II

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

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

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

*bring back
sketch 8/9
bring back
8/14*

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

JUL 26 2000 1 7:31 AM

CLEMONS, RUTHERFORD

Coordinator

19043215784 NO. 530

P.4

P.2

Jul-21-00 01:29P

J. M. Oxley, Jr. Clerk

904 321 5795

P.01

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

NICK D. DEONAS
CHAIRMAN

ATTEST:

J. M. "CHIP" OXLEY, JR.
EX-OFFICIO CLERK

Approved as to form:

Michael S. Mullin
County Attorney

RECEIVED TIME JUL.21. 1:52PM

PRINT TIME JUL.21. 1:53PM

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

HP OfficeJet
Personal Printer/Fax/Copier

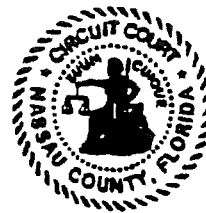
Fax Log Report for
J. M. Oxley, Jr. Clerk
904 321 5795
Aug-17-00 03:20 PM

<u>Identification</u>	<u>Result</u>	<u>Pages</u>	<u>Type</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>	<u>Diagnostic</u>
Finance	OK	02	Sent	Aug-17	03:19P	00:01:03	0025c6030022

1.3.0 2.8



J. M. "CHIP" OXLEY, JR.
Clerk of Circuit and County Courts
Nassau County
Post Office Box 456
Fernandina Beach, Florida 32035-0456
Phones: (904) 321-5700 (800) 958-3496
Callahan-Hilliard (904) 879-1029



FACSIMILE TRANSMITTAL SHEET

DATE: 8/17/00 NUMBER OF PAGES (INCLUDING COVER) 2

TO: Cathy

FAX NUMBER: _____

FROM: Joan

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE
NOTIFY JONI AT (904) 321-5722.

OUR FAX NUMBER IS (904) 321-5795.

*Cathy,
This is all that was approved, and I do not
know where the original is. Addendum II
will be brought back to the Board at a
later date.*

Joan